

**Pilot Scheme for Characteristic Local Tourism Events  
Third Round Application  
Guide to Application  
("the Guide")**

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**Note:**

1. This Guide should be read in conjunction with the Pilot Scheme for Characteristic Local Tourism Events Application Form (“the Application Form”).
2. The contents of this Guide may be reviewed and updated from time to time. An up-to-date version of this Guide is available on the Hong Kong Tourism Board (“the HKTB”) website ([www.discoverhongkong.com/LocalEventsPilotScheme](http://www.discoverhongkong.com/LocalEventsPilotScheme)).
3. This Guide has been translated into Chinese. If there is any inconsistency or ambiguity between the English and Chinese versions, the English version will prevail.

## **1. Introduction**

### **1.1 Background**

- 1.1.1 To tie in with the policy objectives of tourism product diversification and attracting high-yield overnight visitors, the Government of the Hong Kong Special Administrative Region (“the Government”) announced in February 2017 the adoption of a new strategy to support the staging of events and activities of different scale and nature in Hong Kong, including, among others, introducing a pilot scheme to support tourism activities showcasing Hong Kong’s local characteristics. The activities should have tourism appeal and the potential to become signature events in Asia for visitors to experience our rich and diverse tourism offerings as *the Events Capital of Asia*.
- 1.1.2 The Government allocated additional funding to the Hong Kong Tourism Board (“the HKTB”) to launch a one-year pilot scheme to support tourism activities that showcase Hong Kong’s local characteristics and have the potential to generate good branding for Hong Kong, i.e. the Pilot Scheme for Characteristic Local Tourism Events (“the Pilot Scheme”).
- 1.1.3 This Guide provides information in relation to the submission of applications for funding support under the Pilot Scheme. Unless the context requires otherwise, the terms defined and expressions used in this Guide have the same meanings as those set out in the Application Form.

### **1.2 Objective of the Pilot Scheme**

- 1.2.1 The Pilot Scheme provides marketing and promotion funding support targeting overseas visitors to events related to the arts, culture, festivals, dining or sports with Hong Kong’s local characteristics or unique attributes that help diversify Hong Kong’s tourism product offerings; to attract local and overseas media coverage; to increase visitor arrivals; and to enhance the travel experience of overseas visitors in Hong Kong.

## **2. Application for Funding Support under the Pilot Scheme**

### **2.1 Eligibility Criteria**

- 2.1.1 Subject to paragraph 2.1.3, the applicant must be a Hong Kong-registered<sup>1</sup> non-profit organisation<sup>2</sup> (i.e. a local, bona-fide, non-profit organisation, such as sports or non-

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<sup>1</sup> All organisations that intend to apply for the Pilot Scheme must complete the relevant registration procedure before the application deadline. Applications submitted by organisations which have not completed the registration procedure will not be accepted.

<sup>2</sup> The applicant must be registered in Hong Kong under the Societies Ordinance (Cap. 151, Laws of Hong Kong), or incorporated under the Companies Ordinance (Cap. 622, Laws of Hong Kong) or its predecessor ordinance (i.e. the former Companies Ordinance (Cap. 32, Laws of Hong Kong)), or formed by statute in Hong Kong, or registered on the list of charitable institutions or trusts of a public character, which is exempt from tax under section 88 of the Inland Revenue Ordinance (Cap. 112, Laws of Hong Kong).

governmental organisations, arts associations or chambers of commerce) that will host an arts, culture, dining or sports event or a festival (“the Event”) in Hong Kong on one or more days from 1 April 2019 to 31 March 2020.

- 2.1.2 Subject to paragraph 2.1.3, the applicant must be the organiser of the Event and must provide documentary evidence of its non-profit-making status and bona-fide nature to the satisfaction of the Pilot Scheme Evaluation Panel (“the EP”).
- 2.1.3 A joint application (i.e. application jointly made by two or more local non-profit organisations) is allowed, but a principal or lead organisation must be identified and be responsible for the application. Paragraphs 2.1.1 and 2.1.2 above also apply to joint applicants. All applicants must state clearly their respective responsibilities in the Application Form.
- 2.1.4 The proposed Event in the application must:
- (a) incorporate Hong Kong’s local characteristics or unique attributes;
  - (b) attract onsite attendance (including participants, spectators and media) of 7,000 or more, 10% of whom are non-local visitors;
  - (c) incur a total event cost of no less than HK\$3 million (excluding in-kind sponsorship); and
  - (d) attract local and overseas media coverage; raise the international profile of Hong Kong; create a branding impact; and attract visitors to come to Hong Kong specifically for the Event.
- 2.1.5 A proposed Event for which public funding will normally be earmarked under other Government funding sources or schemes will be considered. However, the applicant must provide full information of any granted public funding, including the name of the granted scheme, the funding amount and the funding purpose for the EP’s consideration and assessment. The EP may make reference to the provided information when considering the amount of funding support to grant.
- 2.1.6 Existing events which are financially “self-sufficient” will be considered only if comprehensive justification is provided to the satisfaction of the EP that the proposed Event’s marketing campaign will be significantly amplified to increase the international profile of the proposed Event.
- 2.1.7 The following events are not eligible for funding support under the Pilot Scheme:
- (a) Regular community events, such as flea markets, bazaars, local sports meets, club gatherings, workshops, etc;
  - (b) Events whose key focus is to promote a particular religious devotion or preaching;
  - (c) Promotional events whose principal objective is to market a product;

- (d) Business events, such as trade shows, exhibitions or conferences;
- (e) Fund-raising, charity, educational or training events;
- (f) Gala dinners or non-spectator events; and
- (g) Events staged outside the period of 1 April 2019 to 31 March 2020.

## **2.2 Application Procedure**

- 2.2.1 When the Pilot Scheme is open for applications, announcements will be made through the media and on the HKTB website ([www.DiscoverHongKong.com](http://www.DiscoverHongKong.com)).
- 2.2.2 The Application Form can be downloaded from the HKTB website ([www.discoverhongkong.com/LocalEventsPilotScheme](http://www.discoverhongkong.com/LocalEventsPilotScheme)).
- 2.2.3 This Guide and the essential application documents can be downloaded from the HKTB website ([www.discoverhongkong.com/LocalEventsPilotScheme](http://www.discoverhongkong.com/LocalEventsPilotScheme)).
- 2.2.4 Applications must be made by submitting the Application Form, together with all necessary supporting documents and documentary proof as specified in the Guide and the Application Form.
- 2.2.5 Each applicant is allowed to apply for one event only.
- 2.2.6 Applicants may write to the Pilot Scheme Secretariat Office (“the Secretariat”) to withdraw an application before the agreement (see section 4.3) is signed.
- 2.2.7 The HKTB will review the way forward for the Pilot Scheme; hence, there is no tentative schedule for the next round of Pilot Scheme applications yet.

## **2.3 Methods of Application Submission**

- 2.3.1 To make an application, the following documents must reach the Secretariat of the Pilot Scheme for Characteristic Local Tourism Events (by personal delivery or by mail) at *Hong Kong Tourism Board, 11/F, Citicorp Centre, 18 Whitfield Road, North Point, Hong Kong* during business hours (9:00am to 5:30pm from Monday to Friday, other than on a general holiday) on or before the deadline in paragraph 2.4.1:
  - (a) One original completed and signed Application Form and Declaration of Interest form, plus two copies of each;
  - (b) Three copies of the relevant registration documents and documentary proof of eligibility to apply (see paragraphs 2.1.1 and 2.1.2 above);
  - (c) Three copies of other supporting documents and information required in the Application Form;

(d) Any other additional information relevant to the application that the applicant considers important and necessary for the EP to take note of in assessing the application concerned; and

(e) One electronic copy (softcopy) of the documents listed in (a) to (d) above.

2.3.2 The applicant may be required to submit supplementary information to the Secretariat to support its application if necessary. The applicant should provide any requested clarification, information or documents should the Secretariat consider it necessary.

## **2.4 Deadline for Submission**

2.4.1 The deadline for submission of the application for the Pilot Scheme is 5pm on 28 February 2019. Late applications or applications with incomplete details will not be considered.

2.4.2 If the application is submitted by post, the postmark date must not be later than the application deadline in paragraph 2.4.1. Applications sent by fax or email will not be accepted.

## **2.5 Enquiries during the Application Period**

2.5.1 Applicants may contact the Secretariat at +852 8120 0037 or by email at [eventsupport@hktb.com](mailto:eventsupport@hktb.com) for enquiries and assistance.

2.5.2 Information provided in response to enquiries received by the Secretariat may be shared, with other individuals or organisations without notice to the applicant, as the Secretariat considers necessary.

2.5.3 Personal data provided in relation to an enquiry may be used by the HKTB or the EP in accordance with the Personal Information Collection Statement (see Annex 2).

## **3. Assessment of Applications**

### **3.1 Evaluation Panel (“the EP”)**

3.1.1 An EP will be appointed to assess the applications and related matters.

3.1.2 To avoid any conflict of interest, all members of the EP must comply with the Guidelines on declaration of interest issued by the Independent Commission Against Corruption of Hong Kong (“the ICAC”).

3.1.3 Any offer of an advantage to members of the HKTB, EP, Secretariat, or Government officials made with the intention of influencing the outcome of an application is an offence under the Prevention of Bribery Ordinance (Cap. 201, Laws of Hong Kong).

Applicants must not offer any advantages (as defined in the Prevention of Bribery Ordinance) to any members of the HKTB, EP, Secretariat or Government officials while having dealings of any kind with the HKTB. Any such offer by the Project Co-ordinator, the Deputy Project Co-ordinator<sup>3</sup>, the directors, employees, contractors and sub-contractors, agents, consultants and other personnel of the applicant will render the application null and void. Funds granted, if any, must be returned in full immediately.

### **3.2 Assessment Procedure**

- 3.2.1 All submitted Application Forms, together with the supporting documents or supplementary information, will be acknowledged by the Secretariat.
- 3.2.2 The Secretariat will screen each application to ascertain whether it meets all the eligibility criteria. The applicant may be asked to provide clarification or supplementary information on the application. No further revision of the Application Form will be allowed after its submission.
- 3.2.3 The applicant will be required to provide all relevant financial and related information of the proposed Event to the EP.
- 3.2.4 The Secretariat will summarise all the relevant information submitted by the applicant for the EP's assessment during the EP meeting.
- 3.2.5 The applicant must indicate the following in the Application Form to facilitate the EP's assessment of the application:
  - (a) the estimated number of local and non-local onsite attendees, including (i) participants, (ii) spectators and (iii) media representatives at the proposed Event, without any double-counting in the three categories;
  - (b) the basis of the estimation of the number of attendees and the scientific method(s) to be adopted to count the number of attendees in the three categories mentioned in paragraph 3.2.5 (a) to evaluate the performance of the applicant in organising the proposed Event;
  - (c) the estimated number of non-local visitors expected to be attracted to come to Hong Kong by the proposed Event via the tourist packages to be developed, if applicable;

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<sup>3</sup> The Project Co-ordinator and Deputy Project Co-ordinator will be responsible for:

- (a) overseeing the carrying out of the approved Event in accordance with the terms and conditions of the Funding Agreement ;
- (b) monitoring the use of the funds to ensure they are properly spent;
- (c) ensuring the accuracy and completeness of the information provided in the progress reports, Post-Event Evaluation Report, Publicity Report, Survey Report, and other information submitted to the EP;
- (d) liaising with the EP on matters relating to the approved Event; and
- (e) attending progress meetings which may be convened by the EP from time to time and visits to the Events and activities organised under the approved Event.

- (d) the management team and the agent who will be actively involved in organising the proposed Event; and
  - (e) the event deliverables, key milestones, targets and methods for measuring the performance of the applicant in organising the proposed Event.
- 3.2.6 In assessing an application, particularly with regard to the technical and financial feasibility, operational plan and budget of the proposed Event, the EP may invite assistance or comments from relevant Government bureaux or departments, relevant organisations or independent third-party experts in the relevant fields, as the EP considers necessary.
- 3.2.7 In assessing an application, the EP will take into account the following:
- (a) The Event's technical feasibility, financial viability and event management, such as how practicable and reasonable the implementation schedule of the proposed Event is; how sound the justification for the proposed income and expenditure items is; and how capable the applicant is in managing the proposed Event;
  - (b) The ability to showcase Hong Kong's unique characteristics or attributes, in terms of Hong Kong traditions and cultural heritage and enhancing or reinforcing Hong Kong as the *Events Capital of Asia*;
  - (c) Public relations and other benefits from the proposed Event, such as the Event's ability to raise Hong Kong's international profile and create a branding impact, the number of media reports and coverage expected to be generated in and outside Hong Kong, and their publicity value;
  - (d) The ability to diversify the tourism offerings in Hong Kong and enrich the travel experience of in-town visitors by their participating in the proposed Event, including the ability to attract non-local (i.e. Mainland and overseas) spectators; increase visitors' length of stay in Hong Kong; and the ability to generate positive word-of-mouth publicity on social media platforms, positive ratings on onsite survey reports, etc.;
  - (e) The applicant's relevant experience and profile, including background and past performance in handling events of a similar scale; the accountability and transparency in procurement activities and the applicant's willingness to adopt the suggested procurement procedures; and
  - (f) Other factors which the EP may consider relevant.
- 3.2.8 To help the EP in considering and assessing applications, the applicant may be invited to present their proposals to the EP, and arrange site visits or meetings for members of the EP or their representatives, as appropriate.
- 3.2.9 The EP will assess and score the eligible applications in accordance with the prescribed assessment criteria under the established marking scheme which can be found on the



HKTB website ([www.discoverhongkong.com/LocalEventsPilotScheme](http://www.discoverhongkong.com/LocalEventsPilotScheme)). Only those applications achieving a passing mark will be considered further.

3.2.10 The EP, in its absolute discretion, may impose additional terms and conditions in the Funding Agreement (“the Agreement”). It may also stipulate specific terms and conditions on the use of the allocated funding on a case-by-case basis.

3.2.11 The EP, in its absolute discretion, will decide whether or not to approve an application.

### **3.3 Notification of Results and Offer Letter**

3.3.1 Under normal circumstances, the applicant will be notified of the result of its application in writing by April 2019 or before, provided that all the information (including any supplementary information) required for the assessment of the application was submitted.

3.3.2 If the application is rejected, the decision is final and absolute. There is no appeal mechanism.

3.3.3 An offer letter (“the Letter”) will be sent to the successful applicant. The Letter will set out the maximum amount of the proposed funding offered and the major terms and conditions.

3.3.4 The successful applicant will be required to sign and return a reply slip attached to the Letter to the Secretariat within a specified period of time if it accepts the proposed funding and the major terms and conditions set out in the Letter (together, “the Offer”). The HKTB may withdraw the Offer at any time before it receives the duly signed reply slip from the successful applicant. The successful applicant will be deemed to have rejected the Offer if the HKTB does not receive the said reply slip duly signed by the successful applicant by the deadline specified in the Letter.

3.3.5 Once the reply slip is signed by the successful applicant and received by the Secretariat, subject to the satisfaction of the conditions set out in the Offer, the HKTB may, in its absolute discretion and without prior notice to the successful applicant, announce the details of the approved Event and the identity of the successful applicant publicly and prepare the Agreement for execution by the relevant parties.

3.3.6 The successful applicant is obliged to attend the kick-off meeting with the Secretariat upon approval of the application and receipt of its acceptance of the Offer by the HKTB, in accordance with paragraph 3.3.5.

3.3.7 The successful applicant must ensure that it complies with all applicable laws, rules, regulations and orders of the governmental or regulatory authorities, and obtains and maintains all necessary permission and approvals from the relevant bodies or authorities in relation to the preparation and organisation of the approved Event.

3.3.8 As the EP may consider appropriate, the Letter issued to a successful applicant may be conditional, subject to the successful applicant’s fulfilment of specified conditions within a specific period of time.

- 3.3.9 If the applicant fails to fulfil the specified conditions within the specific period of time, the HKTB may withdraw the Offer. This decision is final and absolute.
- 3.3.10 Under no circumstances will the HKTB or the EP accept any liability for compensation to the applicant.
- 3.3.11 Neither the HKTB nor the EP is bound to accept or support any application that is submitted.

## **4. Funding Support**

### **4.1 Scope of Funding**

- 4.1.1 The Pilot Scheme funding support must be used solely to support the following items for the proposed Event:
- (a) Event marketing and promotion targeting overseas visitors:
    - Event marketing and public relations activities targeting non-local visitors. This includes digital marketing, promotion via social media platforms, and advertising in local and international media targeting potential overseas visitors;
    - City ambience in key tourist areas targeting in-town visitors for destination and event branding;
    - Collaboration and promotion with travel agents or hotels;
    - To further promote the “Hong Kong” brand and provide onsite event decoration with “Hong Kong” branding as set out in paragraph 4.2.1; and
    - Hosting overseas media to come to Hong Kong to cover the Event.
  - (b) Appointing a qualified survey company to conduct an independent onsite survey to gauge the following figures for post-event evaluation:
    - Total onsite attendance at the Event, including participants, spectators and media;
    - Non-local visitor attendance (by country of residence); and
    - Satisfaction level of the Event for participants, onsite spectators and non-local visitors.
  - (c) Appointing a Hong Kong certified accounting firm to conduct an event audit to gauge the following information for post-event evaluation:
    - Total event cost of no less than HK\$3 million (excluding in-kind sponsorships);
    - Total expenses covered by the Pilot Scheme funding;
    - The procurement procedures as set out in paragraph 4.5.8; and
    - The level of acknowledgement of the Government and the HKTB.
- 4.1.2 The HKTB’s total financial contribution to the funded items listed in 4.1.1 for each approved Event will be capped at HK\$2 million or the amount of funding outlined in the Agreement, whichever is the lower. The applicant will be required to provide funding from its own sources so that the total event cost is not less than HK\$3 million.

The HKTB and the EP have the right to impose appropriate level of sanctions on the applicant if the total event cost is less than HK\$3 million.

- 4.1.3 The applicant must explain whether and how it will raise funds (e.g. charging admission fees or soliciting sponsorships). The applicant must set out clearly in the Application Form the amount of funding to be provided from its funding sources.
- 4.1.4 The applicant will be required to submit documentary proof of any secured sponsorships, in cash or in-kind.
- 4.1.5 Should the applicant intend to make any special arrangements for returning any unused sponsorships or contributions in cash to any sponsor(s), it must state the arrangements concerned clearly in the Application Form. Prior written approval from the HKTB and the EP must be obtained before implementing such arrangements.
- 4.1.6 Subject to the prior written approval of the HKTB and the EP, the successful applicant must not seek or accept any non-Government financing, donations or sponsorships (whether in cash or in kind) which, in the reasonable opinion of the HKTB and the EP, may bring the image or reputation of the Government, HKTB, the EP or the approved Event into disrepute. The HKTB and the EP, in their absolute discretion, will decide whether or not to approve the non-government financing, donations or sponsorships.
- 4.1.7 The amount of Pilot Scheme funding support sought must be justified by a prudent, realistic and detailed operational plan, as well as a budget with justification for the proposed expenditure items. The applicant must set out clearly in the Application Form the planned expenses for advertising, promotion and other items as set out in paragraph 4.1.1. Expenses for the staging of the Event and maintaining the applicant's own operation or administration (including the cost of setting up or refurbishing an administration office of the applicant's organisation, decoration cost, utility charges, entertainment expenses incurred by administrative staff of the applicant, general administrative expenses, legal costs and insurance fees and additional recurrent cost such as maintenance of structures), as well as other expenditure not directly related to the Event, must not be paid from the Pilot Scheme funds. Furthermore, prize money for the Event must not be funded by the Pilot Scheme. Any expenses for the Event that arise from, or relate to, any sponsor(s) must not be paid from the Pilot Scheme funds.

## **4.2 Acknowledgement of Funding Support**

- 4.2.1 The successful applicant will be required to prominently feature the following items in all publicity materials for the approved Event (including but not limited to printed materials, backdrops, programme booklets, TV commercials, posters, website, online and offline advertisements, out-of-home media advertising, prizes and souvenirs):
  - (a) the Brand Hong Kong (“BrandHK”) Signature (i.e. the flying dragon);
  - (b) the BrandHK logotype and brandline (i.e. “Hong Kong • Asia’s World City 香港 • 亞洲國際都會”);

- (c) the Tourism Commission logo;
- (d) the HKTB logo, plus the phrase “Supported by the Pilot Scheme for Characteristic Local Tourism Events 本地特色旅遊活動先導計劃支持活動”; and
- (e) any other logos or slogans that the Government or HKTB may specify.

The BrandHK Signature or the logotype and the brandline must be prominently featured as the location identifier for Hong Kong. It must be set apart from the logo of the sponsor(s) and must be no smaller or less prominent than the logos of the applicant or any sponsor(s). The successful applicant must also ensure that all of the HKTB’s and the Government’s specified logos and slogans have a prominent presence at the venue(s) of the approved Event and other related locations to the satisfaction of the Secretariat and the Information Services Department (“the ISD”) of the Government.

- 4.2.2 The successful applicant must seek prior written consent from the BrandHK Management Unit of the ISD on the presentation of the BrandHK Signature and from the HKTB on the presentation of the logos of the Tourism Commission and the HKTB on all publicity materials for the approved Event. All information about advertising, publicity and sponsor displays at event venues, including banners, boards, signs and stands, must be submitted by the successful applicant to the BrandHK Management Unit of the ISD and the Secretariat for written approval prior to finalisation. This information must include the dimensions, location, quantity and other relevant details of the displays.
- 4.2.3 The following disclaimer must be included in all printed advertisements, programme booklets, websites and any other publicity materials for the approved Event, as may be required by the HKTB or the EP:

*“Any opinions or recommendations expressed in this material or any activities organised under this event do not reflect the views of the Government of the Hong Kong Special Administrative Region, the Hong Kong Tourism Board or the Evaluation Panel of Pilot Scheme for Characteristic Local Tourism Events.”*

- 4.2.4 The successful applicant must comply with any other acknowledgement or entitlement outlined in the Agreement.

### **4.3 Contractual Requirement with the HKTB**

- 4.3.1 The terms and conditions for the approved Event, together with other appropriate financial control measures, will be set out in the Agreement (which will be prepared by the HKTB) and signed by the HKTB and the successful applicant. The Agreement will prescribe in detail the rights and obligations of the successful applicant.
- 4.3.2 The successful applicant must obtain the EP’s prior written approval of any changes to the financing arrangements of the approved Event, especially the financing arrangements related to the Pilot Scheme funding listed in the Agreement. The successful applicant must not assign or transfer the ownership or rights of the approved Event to any third party. Any such assignment or transfer will result in the funding being cancelled; the

HKTB has the right to terminate the Agreement and no funding will be released to the applicant.

- 4.3.3 The successful applicant must immediately notify and seek approval from the EP if there is any subsequent variation or modification to any information provided in the approved Application Form and the related supporting documents: for example, if the successful applicant has secured other sponsorships or donations, particularly if such sponsorships or donations may bring the image or reputation of the Government, the HKTB, the EP or the approved Event into disrepute; if there are any changes to the financial arrangements for the approved Event (including any change of sponsors, the amount of contribution from any sponsors, or the approved Event's operational plan or budget); if there are any changes to the implementation timetable, size or scope of the approved Event, or content or nature of the approved Event; if there are any changes to the marketing and PR plan; if there are any changes to the objectives, not-for-profit operation, registration status, business, nature, ownership, management or control of the successful applicant's company or organisation, and in particular a change of any directors or shareholders or other key personnel of the applicant's company or organisation or any member of the Event team; or if there is any other event(s) whose nature or content is similar to that of the approved Event that will be organised, sponsored or funded by the successful applicant in Hong Kong or overseas within six months before or after the date of completion of the approved Event or within six months after the termination of the Agreement.
- 4.3.4 The Agreement may contain any of the terms and conditions and matters referred to in this Guide, or other matters, including the governing laws, indemnity, warranty or confidentiality. The successful applicant will be required to comply with any confidentiality clauses the HKTB thinks fit, as provided for in the Agreement on using and protecting confidential information and other data (including any personal particulars, records or personal data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong)) and materials of any nature (in or on whatever media)) accessible by the successful applicant under the Agreement, or which the HKTB has disclosed, supplied, made available or communicated to the successful applicant.
- 4.3.5 The HKTB and the EP has the right to impose appropriate sanctions on the successful applicant if the applicant is or is considered in the opinion of the HKTB or the EP to be unable to deliver or carry out the approved Event (whether or not this is outside the control of the successful applicant) by the due date specified in the Agreement; if the performance of the successful applicant in organising the approved Event is considered by the HKTB or the EP to be unsatisfactory in any way; if the successful applicant fails to achieve the pre-determined targets or deliverables of the approved Event; if the successful applicant breaches any terms or conditions of the Agreement; or if there are any material variations or changes under paragraph 4.3.3. The decision regarding the level of sanctions by the HKTB and the EP is final and absolute. There is no appeal mechanism.

Four types of sanctions could be applied in cases of non-compliance:

- (a) A written warning;
- (b) Suspension from future applications of the Pilot Scheme and other funding schemes administrated by the HKTB;
- (c) Financial sanctions (i.e. deduction of funding). A deduction from the total funding of at least 5% and up to 30% will be imposed, depending on the level of violations and subject to the decision of EP, whose decision is final and conclusive. There is no appeal mechanism; or
- (d) Termination of the Agreement and withdrawal of all funding released to the successful applicant.

Having regard to the seriousness of the non-compliance in individual cases, the EP may impose one or more types of sanctions on the successful applicant.

- 4.3.6 The HKTB and the EP also reserves the right to terminate the Agreement or reduce the Pilot Scheme funding support if the approved Pilot Scheme funding or any parts of it are abused, or used for purposes other than those specified or approved in the Agreement.
- 4.3.7 If the Agreement is terminated upon occurrence of any event or circumstance mentioned in paragraphs 4.3.5 or 4.3.6, the HKTB will not release any funding to the successful applicant. The HKTB will not be liable for any losses or expenses if the Agreement is terminated.
- 4.3.8 The successful applicant must indemnify the HKTB and the Government against all losses, claims, demands, damages, costs, expenses, injuries, deaths or liabilities suffered or incurred by the HKTB or which may be brought or made against the HKTB arising out of the breach of any of the terms or conditions of the Agreement by the successful applicant. This indemnity must cover claims relating to infringement of Intellectual Property Rights<sup>4</sup>. The applicant, whether successful in its application or otherwise, or any Project Co-ordinator, Deputy Project Co-ordinator, directors, employees, contractors and sub-contractors, agents, consultants and other personnel of the applicant, shall not seek or claim any compensation, reimbursement, damages, indemnity or waiver from the HKTB and the Government in relation to the preparation or submission of the application.
- 4.3.9 Nothing in this Guide constitutes a contract. No binding agreement will be made between the HKTB and the successful applicant unless and until the Agreement prepared by the HKTB is duly executed by all parties concerned.

#### **4.4 Payment Arrangements**

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<sup>4</sup> Intellectual Property Rights means “patents, trademarks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other Intellectual Property Rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights.”

- 4.4.1 The HKTB will make available the Pilot Scheme funding only after the Agreement has been duly executed by all parties. The approved Pilot Scheme funding will be paid on an absolute reimbursement basis after Event completion and the post-event evaluation, and after receipt of the reports set out in paragraph 5.1.1 in accordance with the terms and conditions of the Agreement and to the satisfaction of the EP.
- 4.4.2 The successful applicant must maintain the original or certified true copies of all invoices and bills in relation to the Event as set out in paragraph 4.5.1 during the continuance of the Agreement and for a minimum period of seven years after the expiry or termination of the Agreement and must produce them for inspection as and when required by the Secretariat, the EP, the HKTB, the Government or any of their authorised representatives during this period.
- 4.4.3 The successful applicant must provide all information requested by the EP in the approved Event's Post-Event Evaluation Report and attach the relevant supporting documents or supplementary information to facilitate the evaluation of the Event. The disbursement of the funding payment may be withheld if the successful applicant fails to provide any of the information requested or if discrepancies are found in the information submitted.
- 4.4.4 Payment is subject to the EP's final decision upon submission of the final Audited Accounts, Post-Event Evaluation Report, Publicity Report and Survey Report on the completion of the approved Event to the satisfaction of the EP.
- 4.4.5 The EP reserves the right not to disburse the Pilot Scheme funding to the successful applicant or to reduce the amount of the Pilot Scheme funding to be paid if any circumstance mentioned in paragraphs 4.3.5 or 4.3.6 occurs.

#### **4.5 Financial, Accounting and Procurement Requirements<sup>5</sup>**

- 4.5.1 All expenditure items of the approved Event claimed under the Pilot Scheme funding must be supported by official receipts or invoices (both receipts and invoices for settled items and invoices for unsettled items). The official receipts or invoices must contain the transaction details, including the monetary value, quantity and date of purchase of the procured goods or service, and the full name and contact information (e.g. telephone, correspondence address, email address) of the goods or service provider (i.e. the payee), as far as practicable. Each official receipt or invoice with the payment method specified must be certified true and correct. The successful applicant is required to appoint designated officer(s) who is responsible for the procurement of goods or services for the approved Event and notify the Secretariat and the EP. The successful applicant is required to ensure the segregation of incompatible duties in such appointment. For the purpose of verifying the invoices and receipts for reimbursement, only approval from another designated officer(s) of higher rank will be recognised by the Secretariat and the EP. If the successful applicant is unable to submit certain official receipts or invoices to

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<sup>5</sup> Section 4.5, Financial, Accounting and Procurement Requirement will apply to, and must be read together with, the Note for Auditors of Grantees. For details, refer to Annex 1, Note for Auditors of Grantee.

the Secretariat and the EP, it must provide a written explanation to the satisfaction of the EP. The EP will have the sole discretion to decide whether the explanation is accepted.

- 4.5.2 Under no circumstances will the HKTB or the Government accept any liability for any deficit arising from the approved Event. The successful applicant must accept all liability for all deficits arising from the approved Event. If it is foreseen that the actual total expenditure will exceed the planned expenditure set out in the Application Form by any amount, the applicant must notify the Secretariat immediately. In addition, the applicant will be responsible for any shortfall in order to complete the approved Event.
- 4.5.3 For unused in-kind sponsorships excluding perishable items (e.g. drinks, product samples, coupons, souvenirs), regardless of their value, the successful applicant must return them to the relevant sponsors directly after the completion of the approved Event or the termination of the Agreement (whichever is earlier) and exclude the corresponding value from the approved Event's books of accounts. The successful applicant must obtain written confirmation from the relevant sponsors of the return of the unused items of the in-kind sponsorship. If the relevant sponsor refuses to accept the return of its in-kind sponsorship, the successful applicant must obtain the relevant sponsor's written agreement to donate the unused items of the in-kind sponsorship to the successful applicant for other uses or to charity groups, and exclude the corresponding value from the approved Event's books of accounts. The successful applicant must produce this written confirmation or agreement (as the case may be) for inspection as and when required by the Secretariat, the EP, the HKTB, the Government or any of their authorised representatives.
- 4.5.4 The successful applicant must maintain full, proper and separate books of accounts and records (general ledger, cash book, voucher, etc.) in respect of the approved Event in accordance with the relevant laws of Hong Kong and international accounting standards, as in effect from time to time and consistently applied in Hong Kong, as well as all other relevant records of the approved Event. The books of accounts and records must include the necessary electronic records. The successful applicant is encouraged to open and maintain under its name a bank account for the sole and exclusive purpose of keeping track of the Pilot Scheme funding, and processing and transacting all other financial transactions in respect of the approved Event.
- 4.5.5 The successful applicant must maintain the books of accounts and records, the original or certified true copies of all invoices and bills in relation to the approved Event as set out in paragraph 4.5.1 during the continuance of the Agreement and for a minimum period of seven years after the expiry or termination of the Agreement and must produce them for inspection as and when required by the Secretariat, the EP, the HKTB, the Government or any of their authorised representatives during this period.
- 4.5.6 The successful applicant must exercise utmost prudence in procuring goods and services in relation to the approved Event as set out in paragraph 4.5.8. The successful applicant must ensure that the Project Co-ordinator, the Deputy Project Co-ordinator, the directors, employees, contractors and sub-contractors, agents, consultants and other personnel of the successful applicant who are in any way involved in the approved Event exercise the



utmost prudence in the procurement of goods and services and in establishing revenue contracts; and ensure that all purchases of all goods, services and all revenue contracts of any value in relation to, or for the purposes of, the approved Event are made on an open, fair and competitive basis, and only from suppliers who are not associates<sup>6</sup> or associated persons<sup>7</sup> of the successful applicant.

4.5.7 The successful applicant is responsible for setting up and implementing a proper procurement and tendering process for the approved Event with sufficient checks and controls as set out in paragraph 4.5.8 and in accordance with the following principles set out in the approved Application Form or otherwise specified by the HKTB in writing:

- (a) Public accountability and value for money – The Pilot Scheme funding provided under the Pilot Scheme is public money. The successful applicant is accountable to the public for the use of the support funding under the Pilot Scheme and must account for its procurement decisions publicly. It is obliged to achieve the best value for money in all cases.
- (b) Transparency, openness and fair competition – All requirements and specifications of intended procurement must be clearly made known to potential suppliers and contractors. The successful applicant must uphold the principles of fairness and competitiveness and maintain a level playing field in all procurement and tendering processes. All tenderers and suppliers must be treated, and must be seen to be treated, on an equal footing by the successful applicant. The successful applicant must ensure that proper safeguards are put in place to avoid any actual, potential or perceived conflict of interest situations arising from the procurement or tendering process. For example, it must require its staff and agents to declare any conflict of

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<sup>6</sup> The word “associate” of any person means:

- (i) a relative or partner of that person; or
- (ii) any body of persons (corporate or unincorporated), one or more of whose Directors is in common with one or more of directors of that person.

The word “director” means any person occupying the position of director by whatever name it is called, including a de facto or shadow director or any person in charge of the day-to-day management or operation of a body of persons (corporate or unincorporated).

<sup>7</sup> The expression “associated person” in relation to another person means:

- (i) any person who has control, directly or indirectly, over the other;
- (ii) any person who is controlled, directly or indirectly, by another; or
- (iii) any person who is controlled by, or has control over a person at (i) or (ii) above.

The word “control” means the power of a person (including any associate or associated person), directly or indirectly (whether through one or more intermediaries or otherwise) to direct or influence or cause the direction or influence of the management, policies or affairs of another person in one or more of the following ways:

- (a) holding of shares or any interest or the possession of voting power in or in relation to that or any other person;
- (b) by virtue of any powers conferred by any constitution, memorandum, or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other person;
- (c) by virtue of holding office as a director in that or any other person; or
- (d) by any other means.

The word “influence” includes holding 15% or more of the shares or interest or the possession of voting power in, or in relation to, any person referred to in (a).

interest in relation to procurement or tendering, and set up a mechanism to deal with any such conflicts.

- (c) The successful applicant, including the Project Co-ordinator, the Deputy Project Co-ordinator, the directors, employees, contractors, sub-contractors, agents, consultants and other personnel of the successful applicant who are in any way involved in the approved Event who calls for or is in any way involved in the procurement or tendering process must not participate in the bid itself.

4.5.8 In devising the procurement mechanism (if applicable) and the tendering process for the approved Event, the successful applicant is required to adhere to the following procurement procedure and practices –

- (a) The successful applicant is required to appoint designated officer(s), who will be responsible for all quotations, invoices and receipts for the approved Event, and provide the Secretariat and the EP with the name(s) of the designated officer(s). The successful applicant is required to ensure the segregation of incompatible duties in such appointment. For the purpose of verifying the procurement activities, only the authorised signatures of the designated officer(s) will be recognised by the Secretariat and the HKTb.
- (b) For every purchase of goods and services in relation to the Pilot Scheme funding or for the purposes of the approved Event, the successful applicant should obtain quotations in writing from at least three suppliers or service providers and accept the lowest conforming offer (highest in the case of revenue contracts). The successful applicant is required to appoint designated officer(s), who are responsible for handling the selection of suppliers and to contact them for quotations. The successful applicant is required to ensure the segregation of incompatible duties in such appointment. The designated officer(s) must record and keep on file for audit purposes the particulars, such as the names and contact details of the suppliers contacted and details of the quotations received. The acceptance of an offer can be approved only by another officer of a higher rank than that of the officer calling for the quotations. The designated officer must certify on file that the prices quoted are reasonable. Full justification must be given to the Secretariat, along with proper documentation, if fewer than three suppliers or service providers could be found in the market or if the lowest conforming quotation (highest in the case of revenue contracts) is not selected.

4.5.9 The successful applicant must keep all procurement documents (including any related electronic records) for inspection as and when required by the Secretariat, the EP, the HKTb, the Government or any of their authorised representatives, and must keep them during the continuance of the Agreement and for a minimum period of seven years after the expiry or termination of the Agreement.

4.5.10 The successful applicant must procure goods or services for the approved Event through non-cash methods, such as credit card, cheque or bank transfer, with payment evidence retained.

- 4.5.11 The successful applicant must obtain from the ICAC a copy of “Strengthening Integrity and Accountability - Government Funding Schemes Grantee’s Guidebook”, which can be downloaded from the ICAC website:

English version: <[https://cpas.icac.hk/EN/Info/Lib\\_List?cate\\_id=3&id=142](https://cpas.icac.hk/EN/Info/Lib_List?cate_id=3&id=142)>

Chinese version: <[https://cpas.icac.hk/ZH/Info/Lib\\_List?cate\\_id=3&id=142](https://cpas.icac.hk/ZH/Info/Lib_List?cate_id=3&id=142)>

The successful applicant must use its best efforts to seek the ICAC Corruption Prevention Department’s assistance in adopting the best practices stated in the Guidebook, drawing up a Code of Conduct for compliance by its directors and employees, and ensuring proper corruption-prevention safeguards are incorporated into its procurement and staff recruitment procedures. The successful applicant must permit the ICAC to examine its management and control procedures to provide corruption prevention advice.

- 4.5.12 It is the responsibility of the successful applicant when planning and implementing the approved Event to ensure that it conforms with the requirements of the Prevention of Bribery Ordinance (Cap. 201, Laws of Hong Kong). The successful applicant must notify in writing its Project Co-ordinator, Deputy Project Co-ordinator, directors, employees, contractors, sub-contractors, agents, consultants or other personnel who are in any way involved in the approved Event that they must not offer to, or solicit or accept from, any person any money, gifts or advantages (as defined in the Prevention of Bribery Ordinance (Cap. 201, Laws of Hong Kong)) in relation to the performance by the successful applicant of its duties under the Agreement or the approved Event.
- 4.5.13 In the event that the successful applicant, the Project Co-ordinator, the Deputy Project Co-ordinator, any of the directors, employees, contractors, sub-contractors, agents, consultants or other personnel of the successful applicant who are in any way involved in the approved Event commit an offence under the Prevention of Bribery Ordinance (Cap. 201, Laws of Hong Kong) (including offering of any advantages to any member of the EP), the HKTB may suspend or terminate the Agreement and hold the successful applicant liable for any losses or damages so caused and suspend the applicant from future applications for any HKTB funding.
- 4.5.14 The applicant must declare in writing any financial, professional, commercial, personal or other interests (whether actual or potential, direct or indirect) that the applicant, the Project Co-ordinator, Deputy Project Co-ordinator, any of the directors, employees, contractors, sub-contractors, agents, consultants or other personnel of the applicant who are in any way involved in the approved Event, or any of their respective associates or associated persons may have in, any person, product, service or revenue contract proposed or recommended or to be acquired or procured by the applicant, particularly involving monetary transactions, by filling out the Declaration of Interest Form (see Application Form attachment).
- 4.5.15 The successful applicant must ensure that the Project Co-ordinator, Deputy Project Co-ordinator, any of the directors, employees, contractors, sub-contractors, agents, consultants and other personnel of the successful applicant and each of their respective

associates and associated persons who are in any way involved in the approved Event do not, during the continuation of the Agreement and for six months thereafter, undertake any service, task or job, or do anything whatever for or on behalf of the successful applicant or any third party (other than in the performance of the Agreement) which conflicts with or which may be seen to conflict with the successful applicant's duties to the HKTB under the Agreement, exceptions to be made with reasonable justification and with the written approval of the HKTB. The successful applicant must immediately notify the Secretariat in writing by filling out a new Declaration of Interest Form once it is aware of any further change in financial, professional, commercial, personal or other interests (whether actual or potential, direct or indirect) that the successful applicant or the Project Co-ordinator or the Deputy Project Co-ordinator or any of the directors, employees, contractors, sub-contractors, agents, consultants or other personnel of the successful applicant or each of their respective associates or associated persons, who are in any way involved in the approved Event, may have, in any person, product, service or revenue contract proposed or recommended or to be acquired or procured by the successful applicant, particularly involving monetary transactions, which the Secretariat should be notified of. To comply with this requirement, the successful applicant must have a system in place to remind all key post-holders to abide by the laid-down rules: e.g. avoid bidding for contracts under the approved Event, and if unavoidable, declare any conflict as soon as they become aware of it.

- 4.5.16 Once a conflict of interest situation is noted, the successful applicant must promptly resolve or remove the risk arising from the conflict of interest, by assigning another staff member to handle the matter, by closely monitoring the staff member concerned, etc. The successful applicant must also record any remedial action(s) taken and proposed remedial action(s) or resolution(s) in the Declaration of Interest Form and submit it promptly to the Secretariat.
- 4.5.17 If required by the HKTB, the applicant shall have its Project Co-ordinator, Deputy Project Co-ordinator and each of its directors, employees, contractors, sub-contractors, agents, consultants and other personnel of the applicant and each of their respective associates and associated persons who are in any way involved in the approved Event execute a legally binding written undertaking in favour of the applicant and the HKTB jointly and severally in a form prescribed by the HKTB, agreeing to observe paragraph 4.5.14 to 4.5.16 above. The successful applicant shall provide the original or certified true copies of all such undertakings to the HKTB as may be required by the HKTB. The successful applicant further agrees that if so required by the HKTB, it shall take all such steps as are lawful and necessary to enforce such undertakings and to co-operate with the HKTB in their enforcement.

## **4.6 Use of Information**

- 4.6.1 Subject to the Personal Information Collection Statement ("PICS") set out in Annex 2, attached hereto, the HKTB and the EP have the right to use the information, as well as disclose or transfer any information provided in the application, to third party experts or relevant organisations without prior notice to the applicant to assess the application, conduct research, arrange publicity of the Pilot Scheme support funding or the approved

Event, monitor and evaluate the approved Event and the administration of the Pilot Scheme, or any other purpose the HKTB or the EP may consider necessary.

#### **4.7 Insurance**

- 4.7.1 The successful applicant is required under the Agreement to procure and maintain appropriate insurance policies, including employee compensation insurance, all-risk insurance in respect of any goods and services purchased with Pilot Scheme support funding, and public liability insurance, including coverage of occupier's liability and primary cover clause and cross-liability clause with the HKTB and the Government added as co-insured, to the satisfaction of the HKTB to meet any claim which may arise as a result of the approved Event.
- 4.7.2 Under no circumstances will the Government, the HKTB or the EP be held liable for any third party claims for any loss or damages or liabilities arising from the approved Event.

### **5 Monitoring Mechanism**

#### **5.1 Progress Reports and Evaluation Reports**

- 5.1.1 The successful applicant must submit the following reports on the approved Event to the EP:
- (a) where appropriate, progress reports at a frequency to be specified in the Agreement;
  - (b) final Audited Accounts (with other supporting documents), which must be submitted within four months following the completion or termination of the Event;
  - (c) a Post-Event Evaluation Report (with other supporting documents), which must be submitted within four months following the completion or termination of the Event;
  - (d) a Publicity Report with all the publicity materials and media coverage summary, both local and overseas, in relation to and arising from the Event, which must be submitted within four months following the completion or termination of the Event;
  - (e) a Survey Report<sup>8</sup> on feedback on the Event, which must be submitted within four months following the completion or termination of the Event; and

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<sup>8</sup> The successful applicant will be required under the Funding Agreement to conduct an independent survey to get feedback from the participants and spectators at the approved Event. The feedback survey should cover issues such as attendance figures; local and non-local visitors' overall satisfaction with the Event; their revisit intention for similar Events; whether they would recommend the Event to others, etc.

- (f) the original or certified true copies of invoices, bills and final expenditure receipts in relation to the Event, which must be submitted within four months following the completion or termination of the Event, as stipulated in the Agreement.
- 5.1.2 The final Audited Accounts must cover all receipts and receivables, including contributions from the successful applicant, the sponsor or other sources, the Pilot Scheme funding, all income and sale proceeds from any equipment disposed of, and all other payments made for the approved Event. They must include a statement of income and expenditure, a statement of financial position, a cash-flow statement, notes to the accounts, and an Auditor’s Report, which must include the auditor’s opinion on whether the successful applicant has complied with, in all material respects, the requirements set by the HKTB (including the requirements to keep proper books and records, and to prepare Audited Accounts of the approved Event), and all the terms and conditions of the Pilot Scheme support funding (including the requirements on procurement procedures and sponsorships), as specified in the Agreement. The final Audited Accounts must be prepared in accordance with the relevant laws of Hong Kong, the “HKSAE 3000 (Revised), Assurance Engagements Other than Audits or Reviews of Historical Financial Information and Related Conforming Amendments”, as promulgated by the Hong Kong Institute of Certified Public Accountants (“HKICPA”) and as issued and updated by the HKICPA from time to time, all relevant Accounting Standards, Accounting Guidelines and Standards on Auditing, as issued and updated by the HKICPA from time to time, and the auditing requirements relating to the approved Event as may be prescribed by the EP or the HKTB from time to time. The final Audited Accounts must be prepared by an independent registered Certified Public Accountant who is not in any way connected with the successful applicant or the approved Event in question. The successful applicant must instruct the auditor to follow the requirements stipulated in the “Note for Auditors of Grantees under “Pilot Scheme” (“the Note”) (see Annex 1) in conducting the audit and preparing the auditor’s report for the approved Event.
- 5.1.3 The HKTB will have the right to claim against the successful applicant for any losses or damages incurred in connection with, or as a result of, the successful applicant’s failure (including the failure of the Project Co-ordinator, the Deputy Project Co-ordinator, the directors, employees, contractors, sub-contractors, agents, consultants and other personnel of the successful applicant) to handle and account for any Pilot Scheme support funding, in accordance with the Agreement.
- 5.1.4 The Post-Event Evaluation Report must evaluate the results (including the level of Government and HKTB acknowledgement or entitlement in the Event) of the completed Event using the agreed methods of evaluation, and the results must be measured against the agreed deliverables and targets and any additional funding conditions imposed by the EP on the successful applicant or the approved Event and supported by relevant proof, records and documents. The Secretariat may conduct random verification of the deliverables and targets. If the successful applicant fails to deliver the agreed deliverables or meet the agreed targets, or fails to comply with any additional funding conditions, the successful applicant may be required to provide an explanation in writing to the satisfaction of the EP. The EP will have the right to determine the level of sanctions as set out in paragraph 4.3.5 on the successful applicant if the successful applicant’s

performance in organising the approved Event is not satisfactory; if the successful applicant fails to achieve the pre-determined deliverables and targets; or if the successful applicant has breached any terms and conditions under the Agreement. The decision regarding the level of sanctions by the EP is final and absolute. There is no appeal mechanism.

## **5.2 Monitoring Visits and Meetings**

- 5.2.1 Members of the HKTB, the EP, the Secretariat or relevant Government bureaux or departments may participate in a progress review to monitor the progress of the approved Event. They may also conduct visits to the relevant venues before the approved Event is held and when the approved Event is in process.
- 5.2.2 The successful applicant will be required to assist in arranging such visits and to comply with any formal advice or instructions issued by HKTB or the EP from time to time in respect of the approved Event or any related matters.
- 5.2.3 On-site monitoring visits or meetings related to the approved Event may be recorded by the Secretariat. The successful applicant may be required to assist the Secretariat during the on-site inspection of the approved Event. These observations will be taken into account by the EP in determining whether or not the successful applicant is fulfilling all of the terms and conditions of the Agreement, whether or not the successful applicant's performance in organising the approved Event is satisfactory, and whether or not the approved Event has achieved or will achieve the pre-determined deliverables and targets, as stated in the Agreement.
- 5.2.4 The HKTB or the EP may authorise representatives from other organisations to assist them in carrying out the monitoring work, in which case the successful applicant must supply the required information to enable them to carry out their monitoring work effectively.

## **6. Intellectual Property Rights and Personal Data**

- 6.1 It is the sole responsibility of the applicant to ensure that it complies with the intellectual property laws of Hong Kong. Under no circumstances will the Government, the HKTB or the EP be held liable for any infringement of Intellectual Property Rights caused by, or relating to, the application for Pilot Scheme funding or the implementation of the approved Event.
- 6.2 The applicant must grant or procure the grant for the benefit of the HKTB and the Government, and their respective authorised users, assigns and successors-in-title, the Secretariat and the EP an unconditional, irrevocable, non-exclusive, perpetual, royalty-free, sub-licensable and world-wide licence to copy the Application Form and the supporting documents, proposals and other documents submitted by the applicant and

issue copies of them to any persons or organisations that the HKTB considers relevant for the purpose of vetting and assessing the application.

- 6.3 The HKTB and the Government must be entitled to use the Project Materials<sup>9</sup> of the approved Event free of charge for the purposes of tourism promotion, public education, arts, sports and cultural development, and other non-profit-making purposes. The successful applicant will be required to grant for the benefit of the HKTB and the Government, and their respective authorised users, assigns and successors-in-title an unconditional, irrevocable, non-exclusive, perpetual, royalty-free and world-wide licence to use (including doing any acts restricted by copyright set out under sections 22 to 29 of the Copyright Ordinance (Cap. 528, Laws of Hong Kong)) the Project Materials of the approved Event for the benefit of the HKTB and the Government, and their respective authorised users, assigns and successors-in-title, for the above purposes and by any means and in any manner. In relation to any parts of the Project Materials for which the successful applicant is not empowered to grant this licence, the successful applicant must undertake to procure at its sole cost and expense the grant of such rights for the benefit of the HKTB and the Government, and their respective authorised users, assigns and successors-in-title by the relevant third party Intellectual Property Right owners.
- 6.4 Except for any third party Intellectual Property Rights materials incorporated into the Project Materials, all Intellectual Property Rights in the Project Materials must be and remain vested in the successful applicant upon creation.
- 6.5 The successful applicant must, at its own cost and expense and before the fixation or recording of any performance(s) in relation to the Project Materials, obtain all consents and clearance from the performer(s) as may be necessary for such fixation or recording of the performance(s) and for any use and exploitation of such fixation or recording, or copies thereof, by the successful applicant and the HKTB and the Government, and their respective authorised users, assigns and successors-in-title as contemplated by this Guide or the Agreement . For the purpose of this paragraph, the terms “performance”, “performer” and “fixation” have the same meanings as those assigned to them in section 200 of the Copyright Ordinance (Cap. 528, Laws of Hong Kong).

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<sup>9</sup>Project Materials means all deliverables, reports, works of authorship, training manuals, equipment, summaries, briefings, presentations, diagrams, drawings, charts, tables, graphs, pictures, photographs, plans, models, analyses, studies, technical notes, information papers, opinions, comments, specifications, formulas, scripts, screenplays, music, lyrics, songs, soundtracks, sound recordings, animated drawings, storyboards, films, images, set and costume designs or other designs, artworks, expression of ideas or information, themes, plots, stories, characterisations, dialogue, writings, rewrites, changes, additions, deletions, titles, subtitles, translation, synchronisations, doubling, dubbing, performance, books of accounts, records, Audited Accounts, documents, or other things and materials collected, compiled, developed, written, prepared, produced, created or supplied by the successful applicant, the Project Co-ordinator, the deputy Project Co-ordinator, the directors, employees, contractors, sub-contractors, consultants or agents of the successful applicant in relation to the approved Event, or in the course of carrying out the approved Event or for the purpose of the Agreement, including all pre-contractual and contractual documents thereof, which are recorded or stored by whatever means in whatever form or media and the drafts of any of the above.



- 6.6 The successful applicant warrants to the HKTB that:
- (a) the implementation of the approved Event, the provision of the Project Materials by the successful applicant in performing the Agreement, and the use or possession by the HKTB and the Government, and their respective authorised users, assigns and successors-in-title of the Project Materials or any part thereof for any of the purposes contemplated by this Guide or Agreement does not and will not infringe any Intellectual Property Rights, performers' rights or moral rights of any persons; and
  - (b) in respect of any materials used by the successful applicant in the performance of the Agreement and in respect of which any Intellectual Property Rights are vested in a third party, the successful applicant must have obtained the grant of all necessary clearances for itself and its authorised users, the HKTB and the Government, and their respective authorised users, assigns and successors-in-title authorising the use of such materials for any of the purposes contemplated by this Guide or the Agreement.
- 6.7 The successful applicant must (a) irrevocably waive and undertake to procure at its own cost and expense all relevant authors and directors of the Project Materials to irrevocably waive all moral rights (whether past, present or future) in the Project Materials; and (b) undertake to procure at its own cost and expense all relevant performers to irrevocably waive their moral rights over their performances in relation to the Project Materials. This waiver must operate in favour of the HKTB and the Government, and their respective authorised users, assigns and successors-in-title and will take effect upon the grant of the relevant licence to the HKTB and the Government, and their respective authorised users, assigns and successors-in-title, or for each of the relevant performances (as the case may be).
- 6.8 The PICS (Annex 2) will apply to the personal data provided by the applicant in connection with the application. The applicant must agree to and must obtain from each individual whose personal data is provided in the application, the individual's consent for the disclosure, use and further disclosure by the HKTB or the EP of the personal data for the purposes set out in the PICS. Under no circumstances will the HKTB or the EP be liable for any infringement of the Personal Data (Privacy) Ordinance should the applicant fail to obtain the consent from the individuals concerned.

~ END ~

**Pilot Scheme for Characteristic Local Tourism Events (“Pilot Scheme”)  
Note for Auditors of Grantees**

1. Under the Funding Agreement between the Hong Kong Tourism Board (“HKTB”) and the Grantee(s) in respect of Pilot Scheme funding support, the Grantee is required to submit an Audited Accounts<sup>1</sup> the Secretariat Office (“the Secretariat”) of the Pilot Scheme for Characteristic Local Tourism Events according to the stipulated timeframe. The Audited Accounts must be submitted to assure the HKTB that:
  - (a) the income from the Event and the Pilot Scheme funding support were fully and properly applied to the Event for which the Grantee was paid, and was received and expended in accordance with the pre-agreed Financial Requirements; and
  - (b) the Grantee complied with the funding terms and conditions in the administration, management and use of funds for the Event.

This note provides a guide for the Auditors appointed by the Grantee to conduct reasonable assurance engagements and prepare the Auditor’s Report.

2. In conducting the reasonable assurance engagement, the Auditors should perform all procedures they consider necessary in the circumstances and obtain all the information and explanations which they consider necessary in order to provide them with sufficient evidence to draw a conclusion as to whether the Grantee has complied with, in all material respects, the requirements set by the HKTB (including the requirements to keep proper books and records and to prepare audited accounts of the Event), and all the terms and conditions of the Pilot Scheme funding support (including but not limited to the requirements on procurement procedures and sponsorships), as specified in the following documents:
  - (a) the Funding Agreement between the HKTB and the Grantee in respect of the Event and the Schedules and Appendix thereto, including:
    - total event costs (event marketing and promotion, event staging, event management and other support) of no less than HK\$3 million (excluding in-kind sponsorships);
    - total expenses covered by the Pilot Scheme funding (Scope of funding in the Funding Agreement between the HKTB and the Grantee);

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<sup>1</sup> The Audited Accounts comprise a Statement of Income and Expenditure, a Statement of Financial Position, a Cash-flow Statement, Notes to the Accounts and an Auditor’s Report.

- the level of acknowledgement of the Government and the HKTB; and
  - (b) the relevant procurement mechanism (if applicable, and the tendering process) used by the Grantee as set out in the Application Form with reference to the paragraph 4.5.8 in the Guide to Application.
3. The Auditors should comply with the Hong Kong Standard on Assurance Engagements 3000 (Revised), titled “Assurance Engagements other than Audits or Reviews of Historical Financial Information and Related Conforming Amendments”, issued and updated by the Hong Kong Institute of Certified Public Accountants (“HKICPA”) from time to time, as well as all relevant Accounting Standards, Accounting Guidelines and Auditing Standards issued and updated by the HKICPA from time to time. The following information is required in the Auditor’s Report prepared by the Auditors for submission to the HKTB:
- (a) the Auditors should state whether, in their opinion, the Grantee has complied with, in all material respects, the requirements set by the HKTB (including the requirements to keep proper books and records and to prepare audited accounts of the Event), and all the terms and conditions of the Pilot Scheme funding support (including but not limited to the requirements on procurement procedures and sponsorships), as specified in the documents mentioned in paragraph 2 above;
  - (b) if the Auditors are of the opinion that there exists any material non-compliance as identified in paragraph 3(a) above, they should make full disclosure and quantify the effects of this non-compliance in the Auditor’s Report; and
  - (c) if the Auditors are of the opinion that the Grantee has not kept a proper and separate set of books and records for the Event, or has not properly prepared the Event accounts, or if the Auditors are not able to obtain all the information and explanations which are considered necessary for the purpose of their reasonable assurance engagement, they should make appropriate qualifications in the Auditor’s Report.
4. The Auditors should plan and conduct the reasonable assurance engagement to satisfy paragraphs 2 and 3 above. If there is any ambiguity regarding the terms and conditions contained in the Funding Agreement of the Event, the Auditors should seek clarification from the Secretariat of the Pilot Scheme. Any unreasonable reservation or denial of conclusion, such as comments about the ambiguity of the Financial Requirements expressed by the Auditors in the Auditor’s Report will be returned to the Grantee for rectification before re-submission.

5. During the course of their reasonable assurance engagements, the Auditors may come across weaknesses or a breakdown in internal controls which is considered material. They should bring to the Grantee's attention the details of the weaknesses or breakdown and provide the Grantee with their recommendations for improvement by setting them out in a letter to the Grantee. This letter should be copied to the Secretariat of the Pilot Scheme for reference and action as appropriate.
  
6. The Secretariat can be reached via telephone at +852 8120 0037 or email at [eventsupport@hktb.com](mailto:eventsupport@hktb.com).

**Secretariat Office for the HKTB Pilot Scheme for Characteristic Local Tourism Events  
December 2018**

(The Notes for Auditors of Event Organisers have been translated into Chinese. If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version will prevail.)

**Application for the Pilot Scheme for Characteristic Local Tourism Events  
Personal Information Collection Statement**

Purpose of Collection

1. The personal data provided in the applications and related supporting documents and supplementary information will be used by the Hong Kong Tourism Board and the Evaluation Panel for the following purposes:
  - (a) processing and assessing the applications, conducting related checks, and authenticating the applications for the Pilot Scheme;
  - (b) arranging payment of the Pilot Scheme for Characteristics Local Tourism Events;
  - (c) preparing statistics and research;
  - (d) arranging publicity;
  - (e) meeting any disclosure requirements;
  - (f) monitoring the performance of the Funding Agreement and evaluating the funded Events;
  - (g) taking any remedial or follow-up action on the funded Events; and
  - (h) other purposes relating to the above.
2. Your provision of all the personal data requested in the application is obligatory. Your application may not be considered if you fail to provide all information requested.

Classes of Transferees

3. The personal data provided in the application may be transferred or disclosed to relevant Government bureaux or departments or relevant persons or organisations or agencies authorised to process the information for purposes relating to paragraph 1 above, or to make any disclosure which is required or authorised by law.

Access to Personal Data

4. Subject to the exemptions under the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong), you have the right to access and correct your personal data, as provided for in Sections 18 and 22 and Data Protection Principle 6 of Schedule 1. A fee may be charged for complying with a data access request.

Enquiries

5. For correction of, or access to, personal data after submission of the applications, please contact:

Secretariat, Pilot Scheme for Characteristic Local Tourism Events  
Hong Kong Tourism Board,  
9 – 11/F, Citicorp Centre,  
18 Whitfield Road, North Point, Hong Kong

Email: [eventsupport@hktb.com](mailto:eventsupport@hktb.com)

Phone: +852 8120 0037