

QUOTATION FORM

THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
LEISURE AND CULTURAL SERVICES DEPARTMENT

QUOTATION FOR THE GRANT OF A LICENCE TO CONDUCT
THE ADVERTISING BUSINESS AT HONG KONG STADIUM

(Quotation Ref. : LC/LS/Q/ADV/HKS/HKS/2023)

LODGING OF QUOTATION

To be acceptable as a quotation, this form, properly completed in triplicate and enclosed together with other documents of this quotation as shown in Part I below, which must also be properly completed as required in triplicate, in a sealed envelope marked “Quotation for the Grant of a Licence to Conduct the Advertising Business at Hong Kong Stadium” and addressed to the Chairman, Leisure and Cultural Services Department Quotation Opening Team, must be deposited in or mailed to the Leisure and Cultural Services Department Quotation Box situated at Hong Kong Stadium, 55 Eastern Hospital Road, So Kon Po, Hong Kong before 12:00 noon (time) on 16 January 2023 (date). Late quotations will not be accepted.

Dated this 19 December 2022

Ms. Sammi LEE, M(HKS)
Government Representative

Part I — Quotation Documents

These documents under the quotation reference LC/LS/Q/ADV/HKS/HKS/2023 consist of three (3) complete sets of :

- (a) This Quotation Form (Sheets 1 to 3);
- (b) Interpretation (Sheets 4 to 8);
- (c) Terms of Quotation (Sheets 9 to 31);
- (d) Conditions of Contract (Sheets 32 to 68);
- (e) Schedules (Sheets 69 to 83);

First Schedule	Monthly Licence Fee
Second Schedule	Information of the Potential Licensee
Third Schedule	Form of Security Deposit Election
Fourth Schedule	The Non-conclusive Quotation Certificate

Fifth Schedule Form of Bank Guarantee

(f) Annexes (Sheets 84 to 90); and

Annex A Location Plan of Hong Kong Stadium

Annex B Photos of the Advertising Spaces and Air-Time available at Hong Kong Stadium

Annex C List of Possible Events requiring Suspension of Displaying Advertisement and Commercial Signages

Annex D List of the Past Events which Necessitated Suspension of Displaying Advertisement and Commercial Signages at Hong Kong Stadium from March 2012 to November 2022

(g) Articles of Agreement (Sheets 91 to 93).

Part II — Offer to be Bound

- 1. Having read the Quotation Documents, I/we for and on behalf of the Potential Licensee named below, agree to be bound by the terms and conditions as stipulated therein.
- 2. I/We do agree to carry out the Advertising Business mentioned in the Quotation Documents and pay the Monthly Licence Fee as quoted by me/us in the First Schedule, subject to and in accordance with the terms and conditions stipulated in the Quotation Documents.

Name of Potential Licensee / Name and Title of Authorised Representative of the Potential Licensee *

(Name in block letters)

Signature of Potential Licensee /Authorised Representative of the Potential Licensee*

(Signature) (with Potential Licensee's chop, if applicable)

Address(es) of person(s) signing :

Date : -----

NOTES : All the particulars required above must be provided.

* Delete as appropriate.

INTERPRETATION

1. The interpretation of the following terms applies to the Quotation Documents and the Contract unless the context provides otherwise –

“Advertising Business”	has the meaning given to the term in Clause 3 of the Conditions of Contract.
“Advertising Spaces”	has the meaning given to the term in Clause 3 of the Conditions of Contract and listed in Annex B.
“Air-Time”	means air-time available through the Video Screen as described in Clause 3 of the Conditions of Contract and listed in Annex B.
“Cap.”	means a Chapter of the laws of Hong Kong.
“Commencement Date”	means the date on which the Licence Period commences.
“Conditional Acceptance of Quotation”	has the meaning given to the term in Clause 15(b) of the Terms of Quotation.
“Contract”	means the contract made between the Government and the Licensee for the Licensee’s advertising business and subject to the terms and conditions set out in the Quotation Documents and the quotation submitted by the Licensee as part of its Quotation of such Contract and accepted by the Government.
“Contract Year”	means every successive twelve (12) months’ period within the Term or the remainder of the Term after the last complete twelve (12) months’ period (as the case may be).
“Event”	means any form of entertainment or function which takes place at the Stadium, where attendance of spectators is expected.
“General Holiday”	means every Sunday and any other day which is a general holiday by virtue of the General Holidays Ordinance (Cap. 149).
“Government”	means the Government of Hong Kong.
“Government Representative”	means the Director of Leisure and Cultural Services or any duly authorised officer for the purpose of this Contract.
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China.
“Intellectual Property Rights”	means patents, trade marks, 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 of whatever nature and wherever arising, whether now known or created in future and in each case whether registered or unregistered and include applications for the grant of any such rights.

- “Invitation to Quotation” means the invitation issued by the Government to invite quotation for the Contract on the terms set out in the Quotation Documents.
- “Licence” means the right to provide advertising services at Hong Kong Stadium more particularly described in Clause 1 and Clause 3 of the Conditions of Contract.
- “Licence Period” means the period as specified in Clause 2 of the Conditions of Contract (including any extensions pursuant to Clause 2(b) of the Conditions of Contract).
- “Licensee” means the Potential Licensee whose Quotation is accepted by the Government.
- “Materials” means any and all works and materials (including their drafts and uncompleted versions) developed, written or prepared by the Licensee, its employees or agents in relation to the Advertising Business (whether individually or collectively or jointly with the Government) including without limitation, any advertising materials, layout, artwork, hanging location of displayed materials, tapes of video advertisements, draft agreements, plans, specifications, books, ledgers, vouchers, receipts, reports, summaries, models, questionnaires, analyses, papers, documents, records, drawings, formula, tables, charts, data or information collected, compiled, produced, created, provided or submitted by the Licensee in relation to the Advertising Business recorded or stored by whatever means.
- “Monthly Basic Licence Fee” means the monthly minimum guaranteed lump sum as quoted by the successful Licensee in the First Schedule and identified as “Monthly Basic Licence Fee” in that Schedule and accepted by the Government and as specified in Clause 4 of the Conditions of Contract.
- “Monthly Gross Receipts” means all gross proceeds or receipts as received or receivable by the Licensee arising from or out of the hire, rental or use of the Advertising Spaces and Air-Time by advertisers or any other Persons or organizations as approved by the Government plus all other incomes, including but not limited to the installation, dismantling, design and production fees deriving from or in respect of the Advertising Business during a month and shall be free and clear of any deductions. For the avoidance of doubt, it is hereby declared that any payment by electronic money shall be deemed to have been received in full by the Licensee at the time it is made and the gross proceeds or receipts shall be free and clear of any deductions whatsoever.
- “Monthly Licence Fee” has the meaning given to the term in Clause 4 of the Conditions of Contract.
- “Original Quotation Closing Date” means the date specified in Quotation Form as the latest date and time before which Quotations must be deposited with the Government, regardless of whether the date and time has been extended subsequently.

“Percentage Licence Fee”	has the meaning given to the term in Clause 4(a)(ii) of the Conditions of Contract.
“Percentage of Monthly Gross Receipts”	means the percentage quoted by the successful Licensee in the First Schedule and accepted by the Government.
“Potential Licensee”	means the Person submitting a quotation.
“Quotation” (upper or lower case)	means a quotation submitted in response to this Invitation to Quotation.
“Quotation Closing Date”	means the date and time specified in the Quotation Form as the latest date and time before which quotations must be deposited in or mailed to the Government, as the same may be extended by the Government pursuant to any applicable provisions in the Quotation Documents.
“Quotation Documents”	means the documents as specified in Clause 1 of the Terms of Quotation.
“Quotation Submission Date”	means the date of the Offer to be Bound.
“Quotation Validity Period”	means the period during which the Quotation is to remain open as specified in Clause 24 of the Terms of Quotation.
“Security Deposit”	means the sum of money deposited by the Licensee by cash, cheque or cashier’s order or in form of bank guarantee referred to in Clause 12 of the Terms of Quotation and Clause 5 of the Conditions of Contract for the due and proper performance of the Contract.
“Stadium”	means Hong Kong Stadium located at 55 Eastern Hospital Road, So Kon Po, Hong Kong, with premises as delineated and shown coloured pink in Annex A.
“Video Screen”	means the giant video screen installed at the Stadium for broadcasting of video, live image and advertisement clips.
“working day(s)”	means Monday to Friday, other than a General Holiday or a day on which Tropical Cyclone Warning Signal No. 8 or above is issued, or a Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force for any time during the normal business hours.

2. In the Quotation Documents and the Contract, unless the content otherwise requires, the following rules of interpretation shall apply—

- (a) “day” refers to a calendar day and “month” and “monthly” refer to a calendar month;
- (b) a time of a day shall be construed as a reference to Hong Kong time;
- (c) the masculine gender includes the feminine and the neuter genders and vice versa;
- (d) the singular includes the plural and vice versa;

- (e) the “Person” includes any individual, company, corporation, partnership and firm;
- (f) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument. Reference to a statute or enactment shall include all subsidiary legislation made thereunder;
- (g) the heading to individual clause of the Contract and individual terms of the Terms of Quotation are for ease of reference only and shall not affect the interpretation or construction of the Terms of Quotation or the Contract;
- (h) references to a document shall:
 - (i) include all schedules, appendices, annexures and other materials attached to such document; and
 - (ii) mean the same as from time to time amended or supplemented in accordance with the terms of the Quotation Document or the Contract.
- (i) references to “Licensee” shall include its permitted assigns, successors, or any Persons deriving title under them;
- (j) references to “Government” shall include its assigns, successors-in-title and Persons deriving title under them, regardless of whether or not any of these Persons are mentioned separately in the relevant provisions;
- (k) references to a Clause, Sub-clause, Section or Paragraph in or a Schedule, Appendix, Annex or any other attachment to a document are to a clause, sub-clause, section or paragraph in or a schedule, appendix, annex or attachment to that document;
- (l) references to “law” and “regulation” shall include any constitutional provisions, treaties, conventions, ordinances, subsidiary legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity;
- (m) any word or expression to which a specific meaning has been attached in any part of the Quotation Documents shall bear such meaning whenever it appears in the same and other parts of the Quotation Documents;
- (n) references to “normal business hours” mean 0900 to 1800 hours;
- (o) any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question, and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done;
- (p) any act, default, neglect or omission of any employee, licensee, agent or sub-contractor of the Licensee shall be deemed to be the act, default, neglect or omission of the Licensee;
- (q) words importing the whole shall be treated as including a reference to any part of the whole;
- (r) the expressions “include” and “including” shall be construed without limitation to the words following;
- (s) words and expressions extend to their grammatical variations and cognate expressions

where those words and expressions are defined in the Quotation Documents or the Contract or by reference to any other definition;

- (t) references to “writing” include typewriting, printing, lithography, photography, facsimile and the printed out version of a communication by electronic mail and other modes of representing and reproducing words in a legible form;
 - (u) where a general obligation in the Quotation Documents or the Contract is followed by more specific obligations, the general obligation shall not be construed restrictively by reference to the specific obligations or deemed to be fully performed by reason only that the specific obligations have been performed;
 - (v) nothing in the Contract shall be taken to restrict, derogate from or otherwise interfere with any power or duty, or the exercise or performance of any power or duty conferred or imposed by or under any law upon the Government or any person in the service of the Government;
 - (w) at rights and powers of the Government under the Contract may be exercised by the Government Representative. If any provision of the Contract provides for a determination of any matter by the Government or the Government Representative, the determination made by the Government or the Government Representative (as the case may be) shall, in the absence of manifest error, be final and conclusive; and
 - (x) unless otherwise provided for in the Quotation Documents or the Contract, all payments shall be made in Hong Kong Dollars.
3. If there are discrepancies between the English version and the Chinese version of the Quotation Documents, the English version shall prevail. The Chinese version of the Quotation Documents is for reference only (if have Chinese version).

TERMS OF QUOTATION

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THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION
LEISURE AND CULTURAL SERVICES DEPARTMENT

1. Quotation Documents

These documents identified as LC/LS/Q/ADV/HKS/HKS/2023 consist of THREE (3) complete sets of—

- (a) Quotation Form (Sheets 1 to 3);
- (b) Interpretation (Sheets 4 to 8);
- (c) Terms of Quotation (Sheets 9 to 31);
- (d) Conditions of Contract (Sheets 32 to 68);
- (e) Schedules (Sheets 69 to 83);
 - First Schedule Monthly Licence Fee
 - Second Schedule Information of the Potential Licensee
 - Third Schedule Form of Security Deposit Election
 - Fourth Schedule The Non-collusive Quotation Certificate
 - Fifth Schedule Form of Bank Guarantee
- (f) Annexes (Sheets 84 to 90); and
 - Annex A Location Plan of Hong Kong Stadium
 - Annex B Photos of the Advertising Spaces and Air-Time available at Hong Kong Stadium
 - Annex C List of Possible Events requiring Suspension of Displaying Advertisement and Commercial Signages
 - Annex D List of the Past Events which Necessitated Suspension of Displaying Advertisement and Commercial Signages at Hong Kong Stadium from March 2012 to November 2022
- (g) Articles of Agreement (Sheets 91 to 93).

2. Invitation to Quotation

Quotations are invited for the grant of a Licence to conduct the Advertising Business at Hong Kong Stadium for the Licence Period on such terms and conditions as set out in the Quotation Documents.

3. Composition of the Quotation

- (a) The Potential Licensee **MUST** submit -

- (i) a duly signed “Offer to be Bound” in the Quotation Form; and
 - (ii) the First Schedule completed to state the Monthly Basic Licence Fee and Percentage of Monthly Gross Receipts it wishes to offer.
- (b) A Potential Licensee’s failure to submit all or any of the above documents specified in Clause 3(a)(i) to (ii) above by the Quotation Closing Date shall render its quotation invalid and the quotation will not be considered further.**
- (c) The Potential Licensee shall complete, stamp with the Potential Licensee’s chop if applicable and submit the following parts of the Quotation Documents and provide all information and documents requested therein to form the quotation to be submitted –
- (i) Quotation Form - The Quotation Form with Part II “Offer to be Bound” duly signed and completed

Potential Licensees should print a softcopy of the Quotation Form obtained from the Government or photocopy the Quotation Form, but not reproduce a copy by other means (e.g. by retyping)
 - (ii) First Schedule - Monthly Licence Fee
 - (iii) Second Schedule - Information of the Potential Licensee
 - (iv) Third Schedule - Form of Security Deposit Election
 - (v) Fourth Schedule - The Non-collusive Quotation Certificate
- (d) The Potential Licensee shall include the following in its Quotation:
- (i) if the Potential Licensee is a partnership, and there is a written partnership agreement, a copy of the partnership agreement.
 - (ii) if the Potential Licensee is a company incorporated under the Companies Ordinance (Cap. 622) or its predecessor ordinance, a copy of each of its certificate of incorporation, certificate of change of name (if applicable), articles of association and latest annual return filed with the Companies Registry.
 - (iii) Regardless of whether the Potential Licensee is a sole proprietor, a firm or a company, a copy of the valid Business Registration Certificate which shall bear a machine-printed line to show the full registration fee has been paid or documentary evidence showing the Potential Licensee is exempted from Business Registration Certificate under Business Registration Ordinance (Cap. 310). For the avoidance of doubt, this is not required if the Potential Licensee is an individual and has yet to register the sole proprietorship with the Business Registration Office. However, the Potential Licensee must proceed with the registration if it is the winning Potential Licensee as

soon as it has received the Conditional Acceptance of Quotation under Clause 15(b) of these Terms of Quotation.

- (e) A Potential Licensee must submit all Quotation Documents in TRIPLICATE in the manner stipulated under “Lodging of Quotation” in the front page of the Quotation Form.
- (f) Each Potential Licensee shall submit ONE quotation only. The Government may, as its absolute discretion, disqualify all the quotation(s) from a Potential Licensee who has submitted two or more quotations.
- (g) When completing the Quotation Documents, any alteration in figures or words shall be effected by striking through the incorrect figures or words and inserting the corrected ones above the original ones. All such amendments shall be initialed by the Potential Licensee in ink. Any unauthorised alteration or erasure to the text of the Quotation Documents may cause the quotation to be rejected.
- (h) Whilst the Potential Licensee is expected to sign each Schedule to be submitted where indicated, where any signature is found missing in any of the Schedules, the Government may proceed to evaluate the quotation on the presumption that the Schedule forms part of the quotation submitted by the Potential Licensee.

4. Potential Licensee’s Status

- (a) If the Potential Licensee is a sole proprietor or to be registered with the Business Registration Office as a sole proprietorship if the Contract is awarded to it, the Potential Licensee shall sign the Quotation Documents personally and shall not authorise any other person to do so. If the Potential Licensee is a firm, the Potential Licensee must authorise a partner(s) of the firm to sign the Quotation Documents. Any Potential Licensee failing to comply with the aforesaid requirement will lead to its quotation not being considered further.
- (b) If the Potential Licensee is a company or other body corporate, it shall provide a copy of the relevant document (e.g. board resolutions of the Potential Licensee if it is a company) showing that the authorised person(s) who sign(s) the Offer to be Bound has / have the authority to sign it for and on behalf of the Potential Licensee.

5. Checklist for Potential Licensee before Submission of Quotation

To ensure completeness and consistency of the information provided, Potential Licensee is recommended to complete the “Checklist for Potential Licensees for Revenue Contracts before Submission of Quotations”.

6. Submission of Quotation

- (a) Completed Quotation Documents shall be enclosed in a sealed envelope clearly marked with the quotation reference and the subject of the quotation on the outside of the sealed envelope and that the sealed envelope shall not bear any indication which may relate the Quotation to the Potential Licensee or any particular contractor / supplier and addressed to the Chairman, Leisure and Cultural Services Department Quotation Opening Team. **They MUST be deposited in or mailed to the Leisure and Cultural Services Department Quotation Box**

in the manner stipulated under “Lodging of Quotation” on the front page of the Quotation Form.

- (b) In case Tropical Cyclone Warning Signal No. 8 or above is issued, or Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government is/are in force for any duration between 9:00 am and 12:00 noon (Hong Kong time) on the Quotation Closing Date, the quotation closing time will be postponed to 12:00 noon (Hong Kong time) on the first working day after the Tropical Cyclone Warning Signal No. 8 is lowered, or the Black Rainstorm Warning Signal or “extreme conditions after super typhoons” announced by the Government has/have ceased to be in force.
- (c) In case of blockage of the public access to the location of the quotation box at any time between 9:00 am and 12:00 noon on the Quotation Closing Date, the Government will announce extension of the Quotation Closing Date until further notice. Following removal of the blockage, the Government will announce the extended quotation closing time as soon as practicable.
- (d) The Government shall not have or accept any liability, obligation or responsibility whatsoever for any loss of, destruction of or damage to the quotation submission submitted and/or deposited by Potential Licensees in the quotation box if such loss, destruction or damage shall be caused by or directly or indirectly due to any outbreak of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, riot, civil commotion, rebellion, storm or other cause whatsoever beyond the reasonable control of the Government. Following any event which results in such loss, destruction or damage, the Government will announce any arrangements concerning quotation submission as soon as practicable.
- (e) The Government Representative shall not be responsible for any mislaid quotation or any quotation submitted by methods other than as indicated under this Clause.

7. Anti-collusion

- (a) The Potential Licensee must ensure that the Quotation is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 3 of the Non-collusive Quotation Certificate referred to in Clause 7(b) below), regarding, amongst other things, price, quotation submission procedure or any terms of the Quotation. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Cap. 619 of the laws of Hong Kong). Potential Licensee who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.
- (b) The Potential Licensee shall complete and submit to the Government a Non-collusive Quotation Certificate (in the form set out in the Fourth Schedule) as part of its Quotation.
- (c) In the event that a Potential Licensee is in breach of any of the representations, warranties and/or undertakings in Clause 7(a) above or in the Non-collusive Quotation Certificate submitted by it under Clause 7(b) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
 - (i) reject the Potential Licensee’s Quotation;
 - (ii) if the Government has accepted the Quotation, withdraw its acceptance of the Potential Licensee’s Quotation; and

- (iii) if the Government has entered into the Contract with the Potential Licensee, terminate the contract under Clause 27 of the Conditions of Contract.
- (d) By submitting a quotation, a Potential Licensee is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in Clause 7(a) above or in the Non-collusive Quotation Certificate submitted by it under Clause 7(b) above.
- (e) A breach by a Potential Licensee of any of the representations, warranties and/or undertakings in Clause 7(a) above or in the Non-collusive Quotation Certificate submitted by it under Clause 7(b) above may prejudice its future standing as a Government contractor or Potential Licensee.
- (f) The rights of the Government Representative under Clauses 7(a) to 7(e) above are in addition to and without prejudice to any other rights or remedies available to it against the Potential Licensee.

8. Quotation Documents of the Unsuccessful Potential Licensees

The Government may destroy all Quotation Documents submitted by unsuccessful Potential Licensees three (3) months after the date the successful Potential Licensee and the Government have executed the Articles of Agreement as mentioned in Clause 15 hereof.

9. Undisclosed Agency

The Person who signs a quotation as Potential Licensee shall be deemed to be acting as a principal unless it discloses therein that it is acting as an agent only, in which case it shall also disclose therein the name and address of its principal.

10. Request for Information

- (a) In the event that the Government determines that:
 - (i) clarification in relation to any quotation is necessary; or
 - (ii) a document or a piece of information, other than the document or information set out in Clause 10(b), is missing from any quotation;
 - (iii) it may, but is not obliged to, request the Potential Licensee concerned to make the necessary clarification, or submit the required document or information. Each Potential Licensee shall thereafter within seven (7) working days or such other period as specified in the request submit such clarification, information or document in the form required by the Government. A Quotation will not be considered further if the information or document is not provided as required by the deadline as specified in the request, or in the case of clarification, such clarification is not provided by such deadline or is not acceptable to the Government. As an alternative to seeking clarification or further information or

document, the Government may not consider the Quotation further or may proceed to evaluate the Quotation on an “as is” basis.

- (b) The document and information not covered by Clause 10(a)(ii) are:
 - (i) price information or quotes required in the Quotation Documents;
 - (ii) a signed Offer to be Bound in the Quotation Form; and
 - (iii) any other document or information in respect of which it is specified in the Quotation Documents that a failure to provide to the Government in a Quotation at the time of submission of the Quotation or by the Quotation Closing Date will result in the Quotation not being considered.
- (c) Potential Licensee should also note that the Government will not consider any clarification or information submitted by a Potential Licensees after the Quotation Closing Date irrespective of whether or not the clarification or information is submitted at the invitation of the Government if the Government considered that such clarification or information would alter the Potential Licensee’s quotation in substance or give the Potential Licensees an advantage over the other Potential Licensees.

11. Monthly Licence Fee

Potential Licensees are requested to note Clause 4 of the Conditions of Contract on Monthly Licence Fee.

12. Security Deposit

- (a) The successful Potential Licensee shall, within fourteen (14) days from the date of the Conditional Acceptance of Quotation, deposit with the Government Representative a deposit (hereinafter referred to as ‘**Security Deposit**’) as security for the due and faithful performance of the Contract either in cash, cheque or cashier’s order or in the form of a bank guarantee as required under Clause 12(c) hereof and both form and the bank guarantor shall be approved by the Government Representative and in accordance with Clause 5 of the Conditions of Contract. Potential Licensees are required to state their option in the Third Schedule.
- (b) In the event that a Potential Licensee fails to elect the method of paying a Security Deposit in the Form of Security Deposit Election, it will be assumed that the Potential Licensee will pay the Security Deposit by way of cash, cheque or cashier’s order in accordance with Clause 5 of the Conditions of Contract.
- (c) If the successful Potential Licensee elects to pay the Security Deposit by way of a bank guarantee, the banker’s guarantee must comply with the following:
 - (i) it must be issued by a bank that holds a valid banking licence granted under the Banking Ordinance (Chapter 155 of the laws of Hong Kong) and acceptable to the Government;
 - (ii) unless otherwise agreed by the Government, it must be on the terms set out in the

Fifth Schedule; and

- (iii) the bank guarantee shall come into effect on the date of commencement of the Licence Period unless another date is specified in the Conditional Acceptance of Quotation as the date on which the bank guarantee is to take effect. In the event that another date is so specified, the bank guarantee shall take effect no later than such date.

13. Assessment of Quotations

- (a) Quotations that are submitted in accordance with the Terms of Quotation will be assessed in the manner set out below-

Essential Requirements -

A Potential Licensee shall note that its quotation shall be rejected if it fails to submit a duly signed Offer to be Bound in the Quotation Form or fails to provide the Monthly Licence Fee in the First Schedule in respect of the Advertising Business.

- (b) Price Evaluation -
Only Quotation which passed Clause 13(a) will be further considered in Clause 13(b). The Government Representative will take into account the Monthly Basic Licence Fee (MBLF) and the Percentage of Monthly Gross Receipts (PMGR) offered by the Potential Licensees. A total score for each Potential Licensee will be arrived at based on the following formula –

$$\frac{\text{Potential Licensee's MBLF}}{\text{Highest MBLF}} \times 50 + \frac{\text{Potential Licensee's PMGR}}{\text{Highest PMGR}} \times 50$$

- (i) Equal weighting will be assigned to the MBLF and the PMGR quoted in the First Schedule by the Potential Licensee.
- (ii) The maximum total scores are 100.
- (iii) Subject to Clause 16 hereof, the Potential Licensee whose quotation is awarded with the highest total score will normally be selected to conduct the Advertising Business.
- (iv) If there is more than one Quotation attaining the same highest total score, the selection of which Quotation should be recommended will follow the priority as set out below –
 1. the Quotation with the highest Monthly Basic Licence Fee;
 2. the Quotation with highest Percentage of Monthly Gross Receipts.
- (v) The total scores will be rounded up to two decimal places.

14. Basis of Acceptance

- (a) The Government Representative is not bound to accept the quotation(s) with the highest total score or to give any reasons for doing so, and reserves the right to accept all or any part of quotation at any time within the Quotation Validity Period.
- (b) Potential Licensee(s) shall note that their offer(s) will be considered on a completed overall basis. Quotations with only partial offers shall be rejected.

15. Award of the Contract

- (a) Unless and until the Articles of Agreement has been signed by both the Potential Licensee and the Government, there shall be no Contract between the Government and any Potential Licensee. References to the award of the Contract mean the signing of these Articles of Agreement.
- (b) The successful Potential Licensee will be notified within the Quotation Validity Period (such notification is referred to as “**Conditional Acceptance of Quotation**”). Upon receipt of the Conditional Acceptance of Quotation, the successful Potential Licensee shall be obliged to fulfil all of the following conditions to the satisfaction of the Government Representative within fourteen (14) days from the date of the notification (or such later date as the Government Representative may allow) –
 - (i) the provision of the Security Deposit as required under Clause 12;
 - (ii) the payment of the Monthly Basic Licence Fee in respect of the first month of the Licence Period; and
 - (iii) such other conditions as the Government Representative may stipulate in the Conditional Acceptance of Quotation.
- (c) Unless and to the extent waived by the Government in writing, upon fulfilment of the conditions by the Potential Licensee specified in Clause 15(b) above to the satisfaction of the Government Representative, the Government will, subject to its other rights and powers, enter into the Contract with the successful Potential Licensee by signing the Articles of Agreement. The Contract will incorporate, to the extent accepted by the Government Representative, the Quotation submitted by the successful Potential Licensee (subject to such other changes as the Government Representative may stipulate in exercise of its powers under the Quotation Documents and such changes as the parties may agree (if any)). If a Potential Licensee fails to fulfil all or any of the conditions mentioned in Clause 15(b) above (unless and save to the extent they are waived by the Government Representative in writing, if any), or fails to sign the Articles of Agreement upon notification by the Government Representative (“**defaulting Potential Licensee**”), the Conditional Acceptance of Quotation will become void and be of no further force.
- (d) The Government Representative will disqualify the defaulting Potential Licensee, and it may, but is not obliged to, award the Contract to another Potential Licensee. Without prejudice to other rights and remedies of the Government, the defaulting Potential Licensee shall be responsible for the difference in the total Monthly Licence Fee submitted by that defaulting Potential Licensee and the eventual Licensee who will be granted the Contract in replacement of the defaulting Potential Licensee whether appointed pursuant to this Invitation to Quotation exercise or another subsequent invitation exercise as well as all

administrative costs incurred by the Government in finding a replacement licensee and implementing any stop-gap measures during the time when no replacement licensee can be appointed. On the other hand, notwithstanding anything in the Quotation Documents or in the Conditional Acceptance of Quotation to the contrary, in the event that the Government exercises any of its discretion under Clause 34 of Terms of Quotation, the Government shall be entitled not to enter into the Contract with a Potential Licensee even if the Potential Licensee has received a Conditional Acceptance of Quotation and fulfilled all the conditions specified in Clause 15(b).

- (e) A Potential Licensee who does not receive any notification of acceptance within one hundred and fifty (150) days or any other period specified by the Government Representative from the Quotation Closing Date shall assume that its quotation has not been accepted.

16. Offers to be Binding

All parts of the Quotation Documents submitted and offered by the Potential Licensee will be binding on the Potential Licensee after the award of the Contract. A Potential Licensee is deemed to have satisfied itself as to the correctness of its Quotation. In the event that a Potential Licensee discovers an error in its Quotation after the Quotation has been deposited, the Potential Licensee may correct the same in a separate letter before the Quotation Closing Date. Without prejudice to the Government to seek clarification or negotiate with any Potential Licensee, no request from the Potential Licensee for adjustment or variation whatsoever will be allowed or entertained after the Quotation Closing Date.

17. Counter-proposals

- (a) Potential Licensee must not submit any proposal that has the effect of varying or modifying:
 - (i) any essential requirements specified in the Quotation Documents; and
 - (ii) the provisions in the Quotation Documents concerning the preparation, submission and evaluation of Quotations and the award of the Contract.
- (b) **If a Potential Licensee fails to comply with Clause 17(a), subject to any clarification which the Government may, but is not obliged to, make under Clause 10, its Quotation will be disqualified and will not be considered further by the Government.**
- (c) Subject to Clause 17(a), if a Potential Licensee still wishes to submit a counter-proposal (“**Counter-Proposal**”), the Counter-Proposal must be submitted in the following manner:
 - (i) the Counter-Proposal shall be attached to the Offer to be Bound;
 - (ii) the original provision which the Counter-Proposal relates to should be fully recited before the proposed alteration or deletion;

- (iii) the proposed alteration to the original provision should be underlined and should bear the corresponding clause number of the original provision unless it is an addition;
 - (iv) if it is an addition, the additional provision should be underlined;
 - (v) words to be deleted should be crossed out by a single line only; and
 - (vi) and explanation should be given below the alteration or deletion and put it in square brackets “[]”.
- (d) Any Counter-Proposal that is not submitted in accordance with Clause 17(c) will not be considered by the Government and will not be regarded to form part of the Quotation submitted by a Potential Licensee. In such event, the Potential Licensee shall be deemed to have agreed to the original term to which the Counter-Proposal relates and the Government will continue to consider the Potential Licensee’s Quotation on this basis.
- (e) Notwithstanding and without prejudice to the aforesaid, the Government may negotiate with the Potential Licensee any Counter-Proposal but is not obliged to do so. The Government may at its absolute discretion reject any Counter-Proposal. If negotiation is conducted but fails, the Government may reject or exclude the Counter-Proposal and assess the Quotation as it is without the Counter-Proposal.

18. Use of Personal Data

- (a) All personal data provided in a Quotation will be used by the Government for the purposes of the Invitation to Quotation and all other purposes arising from or incidental to it (including for the purposes of quotation evaluation, award of the Contract and resolution of any dispute arising from this Invitation to Quotation). In the case of the successful Potential Licensee, the purposes shall be extended to include enforcement and management of the Contract, and resolution of disputes arising from the Contract. The Government may further disclose the personal data to such persons as it considers necessary for achieving all or any of the aforesaid purposes.
- (b) By submitting a Quotation, a Potential Licensee is deemed to have agreed to, and to have obtained from each individual whose personal data is provided in the Quotation, its consent for the disclosure to the Government, use and further disclosure by the Government of the personal data for the purposes and to the persons specified in Clause 18(a).
- (c) An individual to whom personal data belongs or a person authorised by it in writing has the right of access and correction with respect to the individual’s personal data as provided for in sections 18 and 22 of and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Cap. 486). The right of access includes the right to obtain a copy of the individual’s personal data provided in the Quotation.
- (d) Enquiries concerning the personal data collected by means of the Quotation, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of the Leisure and Cultural Services Department.

19. Offering Gratuities

The Potential Licensee shall not and shall ensure that its agents and employees shall not offer or give any advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) to any agent or employee of the Government. Any breach of or non-compliance with this Clause by the Potential Licensee shall, without affecting the Potential Licensee's liability for such breach or non-compliance, invalidate its Quotation, and if the Contract has been awarded to the Potential Licensee without knowing the breach or non-compliance, the Government shall be entitled to immediately terminate the Contract and claim for all losses and costs incurred from the Potential Licensee.

20. Consent to Disclosure

- (a) The Government may disclose, whenever it considers appropriate, to the public or upon request by any member of the public (which may have been a Potential Licensee) (written or otherwise) without any further reference to or consent from the successful Potential Licensee or any other Potential Licensee, the Quotation Documents, particulars (including the nature and quantity) of the Advertising Business, the date of the award of the Contract, the name and address of the successful Potential Licensee and the total monies paid by the Licensee for the entire Licence Period.
- (b) Nothing in Clause 20(a) above shall prejudice the Government's power to disclose whenever it considers appropriate information of any nature whatsoever (whether or not specified in Clause 20(a) above) if the disclosure is made under any one of the following circumstances (even if disclosure may also mean the information will at the same time, or subsequently, become public information):
 - (i) the disclosure of any information to any public officer or public body, as defined in the Interpretation and General Clauses Ordinance (Cap. 1) or any other person employed, used or engaged by the Government (including agents, advisers, licensees and consultants);
 - (ii) the disclosure of any information already known to the recipient;
 - (iii) the disclosure of any information which is public knowledge;
 - (iv) the disclosure of any information in circumstances where such disclosure is required pursuant to any law of Hong Kong, or an order of a court of Hong Kong or a court or a tribunal with competent jurisdiction; or
 - (v) without prejudice to the power of the Government under Clause 20(a) above, to the extent the information relates to a Potential Licensee, with the prior written consent of that Potential Licensee.

21. Cancellation of the Invitation to Quotation

Without prejudice to the Government's right to cancel the Invitation to Quotation, where there are changes of requirement after the Quotation Closing Date for operational or whatever reasons, the Government is not bound to accept any conforming Quotation and reserves the right to cancel the Invitation to Quotation.

22. Application for an Appropriate Licence, Permit/or Certificate

- (a) A Potential Licensee shall note that it is the Licensee's sole responsibility to approach the relevant authorities for obtaining and maintaining all licences, permits and/or certificates required by law for conduct of its Advertising Business at the Stadium. The Licensee shall note that it will be unlawful for it to display or publish any advertisement for which any licence, permit and/or certificate is so required without first obtaining such licence, permit and/or certificate.
- (b) The Licensee shall note that since it will necessarily take time for the relevant authorities to consider and decide on an application for a licence, permit and/or certificate, the Licensee is therefore not entitled to claim for abatement of the Monthly Licence Fee on the grounds that it cannot conduct its Advertising Business pending the issue of the relevant licences, permits and/or certificates. Neither the Government nor the Government Representative shall be held responsible in the event of the Licensee's failure or inability for any reason to obtain or renew any such licences, permits and certificates. Nothing contained in the Quotation Documents or in the Contract shall be construed to fetter the discretion of any public officer or authority as the licensing authority.

23. Site Visit and Quotation Briefing

A quotation briefing and site visit session will be held at 10:30 a.m. on **10 January 2023 (Tuesday)** at the office of Hong Kong Stadium, 55 Eastern Hospital Road, So Kon Po, Hong Kong. Potential Licensees are invited to attend the quotation briefing and site visit session before submitting their Quotations in order to acquaint themselves with the terms and conditions of the Invitation to Quotation. For registration, please contact the Senior Assistant Manager (General Duties) Hong Kong Stadium of the Leisure and Cultural Services Department at 2895 7909 for reservation of seat for the quotation briefing and visit by 4:00 p.m. on **9 January 2023 (Monday)**.

24. Quotations to Remain Open

- (a) A quotation submitted shall remain valid and open for acceptance on these terms for not less than one hundred and fifty (150) days from the Quotation Closing Date.
- (b) If a Potential Licensee does not state in its quotation the period for which the quotation is to remain valid and open for acceptance, the Quotation Validity Period of that Quotation will be one hundred and fifty (150) days after the Quotation Closing Date.
- (c) If a Potential Licensee offers in its quotation a period that is shorter than one hundred and fifty (150) days, the Government will clarify with the Potential Licensee concerned, in which case the Potential Licensee must confirm compliance with Clause 24(a) within five (5) working days or such other period as specified by the Government without any other change to the Quotation (except any change made in response to any clarification by the Government pursuant to Clause 10). If the Potential Licensee fails to confirm compliance with Clause 24(a) within the specified deadline or, despite confirming compliance therewith, introduces any change to the Quotation not in response to any clarification by the Government pursuant to Clause 10, its Quotation will not be considered further.
- (d) If before expiry of the Quotation Validity Period, a Potential Licensee withdraws its offer,

the Government will take due notice of the Potential Licensee's action and this may prejudice its future standing as a Government contractor.

25. Cost of Quotation

A Potential Licensee shall submit its quotation at its own cost and expense. Neither the Government nor the Government Representative shall be liable for any costs and expenses whatsoever incurred by the Potential Licensee in connection with the preparation or submission of its quotation, including all costs and expenses relating to:

- (a) communication or negotiations with the Government Representative; or
- (b) attending briefings, document inspections, site visits or surveys made by the Potential Licensee,

whether before, on or after the Quotation Closing Date.

26. Potential Licensee's Commitment

The entire Quotation, any subsequent clarification, and permitted submissions from a Potential Licensee must be submitted in writing. Each of them is the offer, commitment and representation of the Potential Licensee and will, if accepted by the Government Representative, be incorporated into and made part of the Contract in such manner as the Government Representative considers appropriate and become binding on the Potential Licensee.

27. Complaints about Quotation Process or Contract Award

The quotation process is subject to internal monitoring to ensure that the Contract is awarded properly and fairly. Any Potential Licensee who feels that its offer has not been fairly evaluated may write to the Director of Leisure and Cultural Services who will personally examine the complaint and refer it to the relevant quotation boards for consideration if it relates to the quotation system or procedures followed. The Potential Licensee shall lodge the complaint before disposal of documents of unsuccessful Potential Licensees, which shall be within three (3) months after the award of Contract.

28. Information on Hong Kong Stadium

- (a) Information, statistics and forecasts set out in the Quotation Documents are provided for the Potential Licensee's reference only. The Government does not warrant or represent that the information, statistics and forecasts are complete, true or accurate. The Government does not bind itself to adhere to such information, statistics and forecasts.
- (b) Without prejudice to Clauses 28(a), the estimated number of event days specified below (if any) is given for the Potential Licensee's reference only and are not the figures to which the Government binds itself to adhere. The actual number may vary depending on the actual circumstances and the successful Potential Licensee must accept any increase or decrease of the stated estimates.
- (c) Without prejudice to Clauses 28(a) and (b), the following information is provided solely for the reference of the Potential Licensee and the Government does not give any warranty as

to the accuracy of the figures nor any guarantee for future booking and usage rate.

- (d) With a maximum seating capacity of about 40 000, the Stadium is at present the largest outdoor multi-purpose entertainment and sports venue in Hong Kong. The Stadium is only opened for use by hirers for pre-approved Event mostly involving public admission. On average, there are about ten (10) to twenty (20) Event days each year and most of them are soccer/sporting events which include the annual Hong Kong Sevens rugby tournament and the Lunar New Year Cup soccer tournament. However, this estimated number of Event is indicative and for reference of Potential Licensee only.

Past Statistics:

	Apr 2017 – Mar 2018	Apr 2018 – Mar 2019	Apr 2019 – Mar 2020	Apr 2020 – Mar 2021	Apr 2021 – Mar 2022
No. of event days	31	21	17	#5	#5
Total attendance	426,248	188,420	190,293	545	14,879

As affected by the COVID-19 pandemic, the numbers of event days in 2020-2021 and 2021 - 2022 substantially decreased.

- (e) Depending on maintenance schedule to be determined nearer the time by the maintenance authorities and the Government Representative, there would be at least about ten (10) weeks without Events scattering in different periods each year for the implementation of venue maintenance and improvement works. However, the estimated annual maintenance period of the Stadium are indicative and for reference of Potential Licensee only.

29. Restrictions on Display of Advertisement

A Potential Licensee shall note that the successful Potential Licensee will not be allowed to display any advertising material which in the opinion of the Government is of an objectionable nature or which relates to or associates with politics, religions, smoking, tobacco, alcoholic-related products and any other products or services related to gambling or betting, including but not limited to on-line sports betting services.

30. Successful Potential Licensee’s Performance Monitoring

A Potential Licensee is advised that should it be awarded the Contract, its performance under the Contract will be monitored and shall be taken into account in the evaluation by the Government of quotations/tenders submitted by it for any goods or services procured by the Government in the future. An offer or quotation submitted by a Potential Licensee which has been in breach of any of its statutory obligations or contractual obligations under any contracts with the Government (whether current or past) may not be considered having regard, including but not limited to, the seriousness and the number of breaches and its or their relevancy to the offer or quotation submitted. The decision of the Government whether or not to consider the quotation submitted by a Potential Licensee under the circumstances described in this provision shall be final.

31. Negotiation

The Government reserves the right to negotiate with any Potential Licensee on the terms of the Potential Licensees' Quotation and conditions of the Contract.

32. Suspension of Displaying Advertisement and Commercial Signages for the Events

- (a) Potential Licensees shall note that the Government Representative shall be entitled to require the Licensee to suspend its Advertising Business at the Stadium from time to time during the Licence Period to facilitate staging of certain Events at the Stadium which require suspension of displaying advertisement and commercial signages.
- (b) A list of possible events requiring suspension of displaying advertisement and commercial signages which will be held during the Licence Period is set out in Annex C.
- (c) A list of past events requiring suspension of displaying advertisement and commercial signages held during the period from March 2012 to November 2022 is set out in Annex D.
- (d) The information at Annex C and Annex D are provided only for the Potential Licensee's reference only, and shall not be construed as a firm commitment of the Government Representative.

33. Quotation Addendum

The Government may issue addendum to the terms and conditions of the Quotation Documents. Potential Licensees may be asked to confirm compliance with the terms and conditions issued under the Quotation Documents or those issued under any addendum thereto.

34. Government Discretion

- (a) Notwithstanding anything to the contrary in the Quotation Documents, the Government reserves the right to disqualify a Potential Licensee on grounds including any one of the following:
 - (i) a petition is presented or a proceeding is commenced which has not been withdrawn as at the Quotation Closing Date or an order is made or a resolution is passed for the winding up or bankruptcy of the Potential Licensee;
 - (ii) the Potential Licensee has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Quotation or in any subsequent submission by the Potential Licensee or communication between the Government and the Potential Licensee since submission of that Quotation;
 - (iii) in the event of a claim alleging or the Government having grounds to believe that any thing(s), service(s) or material(s) to be supplied or recommended by the Potential Licensee in its Quotation infringe or will infringe any Intellectual Property Rights of any person;
 - (iv) the Potential Licensee has made significant or persistent breaches or deficiencies

in performance of any substantive requirement or obligation under any Government or other contracts;

- (v) the Potential Licensee has been convicted by the final judgement in respect of serious crimes or other serious offences;
- (vi) in the event of the professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Potential Licensee;
- (vii) any failure of the Potential Licensee to pay taxes to the Government;
- (viii) the Potential Licensee has made any restrictions or limitations which seek to limit or avoid the responsibility of the Potential Licensee in contract, tort or otherwise for failing to exercise the skill and care required by the Contract, or reasonably expected of the Potential Licensee/Licensee under the Contract in the Quotation or in any subsequent submission by the Potential Licensee or communication between the Government and the Potential Licensee since submission of the Quotation; or

The grounds specified in Clauses 34(a)(i) to 34(a)(viii) are separate and independent, and shall not be limited by reference to or inference from the other of them.

- (b) For the purposes of Clause 34(a), each Potential Licensee shall provide at the time of submission of its Quotation (and thereafter up to the time of award in relation to any event occurring between the time of submission and the time of award) all information at least in relation to itself that is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification, including but not limited to the following:
 - (i) details of any petition or proceeding mentioned in Clause 34(a)(i);
 - (ii) details of conviction of the Potential Licensee in Hong Kong or any overseas jurisdictions in respect of (i) serious offences; and (ii) other offences involving bribery, false accounting, corruption, dishonesty or employment handed down any time during a period of five (5) years preceding the Quotation Closing Date and thereafter up to the time of award;
 - (iii) details of all infringement claims as mentioned in Clause 34(a)(iii); and
 - (iv) details of all breaches or performance deficiencies of the Potential Licensee or a related person as mentioned in Clause 34(a)(iv).

If none of the events as mentioned in Clause 34(b)(i) to 34(b)(iv) above has ever occurred within the applicable period as mentioned above, the Potential Licensee shall provide a statement to that effect by completing the relevant part of the Second Schedule at the time of submission of its Quotation. If found missing, the Government reserves the right to seek clarification pursuant to Clause 34(c) below.

- (c) In addition to the information mentioned in Clause 34(b), the Government reserves the right to request from a Potential Licensee and take into account all information about:
 - (i) the Potential Licensee itself;

- (ii) any of the directors or management staff of the Potential Licensee who conduct similar business as the Potential Licensee or whose businesses any of which is similar to the business of the Potential Licensee; and
- (iii) any of the related persons of the Potential Licensee and of any directors and management staff of the related persons who conduct similar business as the Potential Licensee or whose businesses any of which is similar to the business of the Potential Licensee,

and such information is reasonably relevant to facilitate the Government's determination as to whether to exercise its right of disqualification under Clause 34(a). Such information relating to any of the aforesaid persons may include, without limitation, details of any conviction in respect of offences referred to in Clause 34(b)(ii) or details of any breaches or performance deficiencies referred to in Clause 34(a)(iv), details of any serious crimes or serious offences referred to in Clause 34(a)(v), of any professional misconduct, acts or omissions referred to in Clause 34(a)(vi) and of any failure to pay taxes to the Government referred to in Clause 34(a)(vii) above.

- (d) If the Potential Licensee fails to comply with the request made by the Government pursuant to Clause 34(c) above within such time as required by the Government or has otherwise submitted false, inaccurate or incomplete information, the Government may disqualify the Potential Licensee pursuant to Clause 34(a)(ii) above.
- (e) In providing the information required under Clauses 34(b) and 34(c) above, the Potential Licensee may show cause to satisfy the Government that the petition, proceedings, conviction record, infringement claim, breach or performance deficiency, or professional misconduct, as the case may be, does not cast doubt on the fitness, propriety or capability of the Potential Licensee to perform the Contract to be awarded in this Invitation to Quotation.
- (f) If the Potential Licensee is a company, the expression "**related person**" of the Potential Licensee includes any one of the following:
 - (i) a shareholder (corporate or individual) which directly or indirectly beneficially owns fifty (50) percent or more of the issued share capital of the Potential Licensee ("**majority shareholder**");
 - (ii) a holding company or a subsidiary of the Potential Licensee;
 - (iii) a holding company or a subsidiary of a majority shareholder of the Potential Licensee;
 - (iv) a company in which a majority shareholder (being an individual) of the Potential Licensee directly or indirectly beneficially owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.

The expressions "**holding company**" and "**subsidiary**" have the meanings given to them in the Companies Ordinance (Cap. 622 of the Laws of Hong Kong).

- (g) If the Potential Licensee is a sole proprietor or partnership, the expression "**related person**" includes any one of the following:

- (i) any partner of the Potential Licensee (if it is a partnership);
 - (ii) the spouse, parent, child, brother or sister of the Potential Licensee, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent, and a step child to be a child of both the natural parent and of any step parent;
 - (iii) a company in which the Potential Licensee or any partner of the Potential Licensee beneficially directly or indirectly owns fifty (50) percent or more of its issued share capital or controls the composition of its board of directors.
- (h) References to related persons, directors and management staff of the Potential Licensee or of a related person include persons who were in such capacity at such time of the incident referred to in Clauses 34(a)(iv), 34(a)(v), 34(a)(vi), 34(a)(vii) or Clause 34(b)(ii).
- (i) Notwithstanding anything to the contrary in the Quotation Documents, the Government reserves the right to disqualify a Potential Licensee on the grounds that the Potential Licensee has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to cause or constitute the occurrence of offences endangering national security or otherwise the exclusion is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong public morals, public order or public safety.

35. New Information

Each Potential Licensee shall inform the Government in writing immediately of any factor which might affect its ability to meet any requirements of the Quotation Documents. The Government Representative reserves the right not to consider a Potential Licensee's Quotation further if the Potential Licensee's continued ability to meet such requirements is in doubt.

36. Disclaimer

- (a) Potential Licensees should study all attachments to the Quotation Documents (including the Annexes and Schedules) carefully before submitting their quotations. Potential Licensees should note that all information and statistics provided by the Government in connection with this quotation exercise are for reference only.
- (b) Forecasts or estimations and all other information, statistics and forecast set out in the Quotation Documents or any information or clarification provided from time to time or given at the briefing session (collectively "**briefings**"), are provided purely for the Potential Licensee's information on an "as is" basis without warranty of any kind. Neither the Government nor the Government Representative gives any warranty, representation or undertaking that any information, statistics and forecast provided in the Quotation Documents or any information or clarification provided from time to time or in the briefings or otherwise are sufficient, accurate, complete, suitable or timely for any purpose

whatsoever.

- (c) To the maximum extent permitted by law, neither the Government nor the Government Representative accepts any liability or responsibility for (i) any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), (ii) damage (including any direct, special, indirect or consequential damage of whatsoever nature) or (iii) any cost or expense, suffered or incurred by any Potential Licensee arising from the use of, or reliance on, any information, statistics or forecast provided in the Quotation Documents, or any information or clarification provided from time to time or in the briefings, or otherwise that the profits derived from the Advertising Business do not meet the expectation or projection of the successful Potential Licensee or do not recoup the investment cost incurred or by any margin.

37. Authentication of Documents

By submitting a quotation in response to the Invitation to Quotation, each Potential Licensee authorises the Government to obtain from:

- (a) any person whose particulars are set out in the Quotation submitted by the Potential Licensee, and
- (b) any issuing body of any of the certificates or documentary evidence required in the Quotation Documents,

all information which the Government considers appropriate and relevant to the evaluation of the Quotation including information to verify the legitimacy, completeness, authenticity and accuracy of any information or document submitted by the Potential Licensee. If any consent from any other person is required for the Government to obtain any of the aforesaid information or document, the Potential Licensee represents that such consent has been duly obtained.

38. Licence to Use the Quotation Documents

A Quotation once submitted will become the property of the Government. The Government shall have the right to do any of the acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance (Cap. 528) in respect of all written materials submitted by the Potential Licensee through the quotation exercise for purposes including but not limited to quotation evaluation, contract management, the disclosure made pursuant to Clause 20 of the Terms of Quotation and all other purposes incidental thereto.

39. Communications with the Government

- (a) All communications given or made by the Government Representative or a Potential Licensee in relation to the Invitation to Quotation shall be in writing and sent or delivered to the other party in the manner provided in Clause 36 of the Conditions of Contract, save that the Government Representative may, by prior notice to a Potential Licensee, require the Potential Licensee to send or deliver a written communication by post or facsimile only. The Potential Licensee should note that the Government Representative will not accept the use of a postal box as the Potential Licensee's correspondence address for any purpose whether before or after the award of the Contract.
- (b) All communications in relation to the Invitation to Quotation shall be conducted directly between the Government Representative and the Potential Licensee.
- (c) Unless otherwise expressly stated by the Government in writing, a statement made by the Government (whether oral or written) in response to any enquiry made by a prospective Potential Licensee shall be for information only. No such statement shall constitute a representation or warranty by the Government of any nature whatsoever (whether express or implied), and no invitation is made by the Government to any Potential Licensee or prospective Potential Licensee to rely on such statement. No such statement shall form part of the Quotation Documents or alter, negate or constitute a waiver of any provision of the Quotation Documents.

40. Potential Licensee's Enquiries

- (a) Any enquiries concerning the Quotation Documents up to the date of lodging of its quotation with the Government Representative shall be in writing and submitted to the below address or by facsimile to **2895 7962**.

Senior Assistant Manager (General Duties) Hong Kong Stadium
Hong Kong Stadium
55 Eastern Hospital Road,
So Kon Po, Hong Kong.

- (b) After lodging the quotation with the Government Representative, the Potential Licensee shall not attempt to initiate any contact, whether direct or indirect, with the Government Representative on its quotation or the Quotation Documents. The Government Representative shall have the sole right to initiate any such further contact and all such contacts and any replies of the Potential Licensee thereto shall be in writing or formally documented in writing.

41. Survival

All rights, powers and licences of the Government under the Quotation Documents or granted pursuant to any terms thereof may be exercised by the Government in accordance with their terms notwithstanding the award of the Contract or cancellation of this Invitation to Quotation.

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. Nature of the Licence

- (a) It is expressly agreed between the parties that neither this Licence nor the Contract creates tenancy or lease or any form of legal rights on land whatsoever between the parties except the permission to conduct the Advertising Business in accordance with the provisions of the Contract.
- (b) The Licence granted to the Licensee is personal to it and unless with the prior consent in writing from the Government Representative, the Licensee shall not assign, or otherwise transfer the Licence or any part share or interest or any of its rights or obligations under the Contract.

2. The Licence Period

- (a) Subject to Clause 7 and the provisions hereof, the Licensee must conduct the Advertising Business for a period of **twenty-four (24)** months from the 1st day of May 2023 or a date specified in the Articles of Agreement, whichever is later, subject to prior termination and extension as are hereinafter provided (The "Licence Period").
- (b) The Government Representative shall be entitled to extend the Licence Period for a maximum period of six (6) months upon its expiration by giving the Licensee one (1) month's advance notice in writing before the expiration of the Licence Period.
- (c) If a notice is given by the Government Representative under Clause 2(b) above, the Licensee shall continue to conduct its Advertising Business for the whole period specified in the notice on the same terms and conditions as herein contained (save and except this Clause on extension).
- (d) If the Commencement Date of the Licence Period of the Contract shall be advanced or deferred under Clause 7(a) hereof, the expiry date of the Licence Period shall be advanced or deferred accordingly with the length of the Licence Period remains unchanged.

3. The Advertising Business

- (a) Subject to the terms and conditions of the Contract, the Government grants to the Licensee during the Licence Period the permission to conduct the business of installing, operating, maintaining and managing the designated Advertising Spaces and sell the Air-Time through the Video Screen at the Stadium as specified in Annex B for the purpose of allowing advertisers to place and broadcast such advertisements as shall be approved by the Government in advance.
- (b) For advertising Air-Time through the Video Screen during any Event, the Licensee shall be entitled to sell advertising Air-Time during an Event only when the hirer of the Stadium for the Event engages a non-exclusive use hiring package of the Video Screen. Subject to the type of Event and other booking details as approved by the Government, the Licensee shall be entitled to carry out the Advertising Business through the Video Screen, normally starting sixty (60) minutes before the commencement of an Event and fifteen (15) minutes during

the intermission(s).

- (c) The Licensee shall seek prior written approval from the Government before it accepts any advertising orders for the Advertising Spaces and the Air-Time. In seeking approval from the Government, the Licensee shall provide to the Government all essential and relevant information of such advertising orders, including but not limited to plans, specifications, design, content, layout, artwork, structure and hanging location of displayed materials, tapes of video advertisements, draft agreements to be signed by the Licensee and the advertiser, duration of the advertising orders, and the proposed fees to be charged to the advertiser, in order to facilitate the Government’s consideration. No advertisement shall be displayed in any part of the Stadium without the prior written consent of the Government.
- (d) Without prejudice to the generality of Clause 3(c):
 - (i) the Licensee shall not accept any advertising orders for display of advertisements exceeding six (6) months except for government publicity;
 - (ii) the Licensee shall hire out the Lightbox Site No. S7 stated in Annex B on an event-by-event basis; and
 - (iii) in relation to the display of an advertisement on the Video Screen, the Licensee shall require the relevant advertiser to lodge with the Government all relevant advertising materials and clear written instructions at least three (3) working days prior to the scheduled display of such advertisement on the Video Screen.

4. Monthly Licence Fee

- (a) The Licensee shall in each and every month during the Licence Period pay to the Government a fee (“**Monthly Licence Fee**”) which shall comprise –
 - (i) a Monthly Basic Licence Fee (MBLF), which shall be a monthly minimum guaranteed lump sum exclusive of rates, taxes, fees, charges, assessment, impositions and outgoings payable in respect of the Stadium; and
 - (ii) a Percentage Licence Fee (PLF) calculated in the manner specified in Clause 4(c).
- (b) The Monthly Licence Fee (MLF) does not include and the Licensee shall be responsible for all rates, taxes, fees, charges, assessments, impositions and outgoings payable in respect of the Advertising Business.
- (c) The Percentage Licence Fee (PLF) shall be calculated as follows –

$$PLF = (MGR \times PMGR) - MBLF$$

where

MGR is Monthly Gross Receipts
 PMGR is Percentage of Monthly Gross Receipts
 MBLF is Monthly Basic Licence Fee

PROVIDED THAT no Percentage Licence Fee shall be payable if the Percentage Licence Fee so calculated is a negative amount.

- (d) The Licensee shall pay to the Government the Monthly Basic Licence Fee in the following manner-
- (i) The first payment of the Monthly Basic Licence Fee shall be made by the Licensee within fourteen (14) days from the date of the Conditional Acceptance of Quotation (or such later date as the Government Representative may allow).
 - (ii) For each and every subsequent month and until the expiry or sooner termination of this Contract, the Licensee shall pay the Monthly Basic Licence Fee in advance on or before the first day of each month.
- (e) Within fourteen (14) days after the end of each month during the Licence Period or the expiry or sooner termination of this Contract, the Licensee shall pay the Percentage Licence Fee in respect of the relevant month to the Government.
- (f) In the event any fee payable under this Contract is overdue, the Licensee shall pay to the Government a surcharge on that outstanding fee at an interest rate equivalent to the average of the best lending rate of the three note-issuing banks in Hong Kong plus 2% per annum. Such interest shall be calculated and payable from the day on which such payment falls due to and including the date of actual payment in full.
- (g) Within fourteen (14) days after the end of each month or the expiry or sooner termination of this Contract, the Licensee shall –
- (i) submit to the Government a statement of accounts in the form as the parties hereto may mutually agree, or in default of agreement, as the Government at its absolute discretion may prescribe at any time and from time to time showing the Monthly Gross Receipts and the amount of the Percentage Licence Fee that should be payable to the Government for that month. The statement of accounts shall be certified as being accurate and complete by the Licensee or such other person as the Government may from time to time approve or prescribe; and
 - (ii) if the statement of accounts is not submitted within fourteen (14) days as required under Clause 4(g)(i), the Licensee shall pay to the Government by way of a provisional Percentage Licence Fee for that month in an amount equivalent to the highest Percentage Licence Fee paid for any one (1) month during the twelve (12) months' period immediately preceding the month in question. Provided always that when the statement of accounts for the month in question is later submitted by the Licensee, the Licensee shall pay to the Government forthwith an amount equivalent to the Percentage Licence Fee as shown on the statement of accounts less the amount of the provisional Percentage Licence Fee held by the Government for the month in question within fourteen (14) days of demand. Where the amount of the provisional Percentage Licence Fee held by the Government for the month in question is greater than the Percentage Licence Fee shown, the Government shall pay to the Licensee the difference (without interest) within thirty (30) days after the submission of the relevant statement of accounts.
- (h) If the Government is of the opinion that it has reasonable grounds to do so, the Licensee shall at the request of the Government's notice in writing submit within thirty (30) days of such notice a statement of accounts in the form as the parties hereto may mutually agree, or in default of agreement, as the Government at its absolute discretion may at any time and from time to time prescribe. The statement of accounts shall show the Monthly Gross Receipts and the amount of the Percentage Licence Fee that should be payable to the

Government for such month or months as stipulated in the notice. Such statement shall be audited and certified as being accurate and complete by a professional accountant holding practicing certificate or a corporate practice within the meaning of the Professional Accountants Ordinance (Cap. 50) (hereinafter referred to as ‘**the Auditor**’) in accordance with Hong Kong Standard on Assurance Engagements 3000 "Assurance Engagements Other Than Audits or Reviews of Historical Financial Information" issued by the Hong Kong Institute of Certified Public Accountants.

- (i) In the event that the amount of the Percentage Licence Fee as shown in the audited statement of accounts submitted by the Licensee under Clause 4(h) for any month shall exceed or shall be less than the Percentage Licence Fee actually paid by the Licensee to the Government for that month, the amount of the shortfall, if any, shall be paid by the Licensee to the Government within fourteen (14) days after the submission of the audited statement of accounts. The Government shall repay any overpayment to the Licensee within thirty (30) days of demand.
- (j) Within three (3) months after the end of each Contract Year, or after the expiry or earlier termination of this Contract, the Licensee shall submit to the Government Representative an audited statement of accounts certified as being accurate and complete by the Auditor in the form as the parties hereto may mutually agree, or in default of agreement, as the Government Representative at its absolute discretion may at any time and from time to time prescribe showing inter alias the Monthly Gross Receipts and the amount of the Percentage Licence Fee for each month of that Contract Year.
- (k) In the event that the amount of the Percentage Licence Fee as shown in the audited statement of accounts submitted by the Licensee under Clause 4(j) for any month shall exceed or shall be less than the Percentage Licence Fee actually paid by the Licensee to the Government for that month, the amount of the shortfall, if any, shall be paid by the Licensee to the Government within fourteen (14) days after the submission of the audited statement of accounts. The Government shall repay any overpayment to the Licensee within thirty (30) days of demand.
- (l) For the avoidance of doubt, it is hereby expressly agreed and declared that the acceptance by the Government of any statement of accounts or audited statement of accounts submitted or any money paid by the Licensee in accordance with this Clause shall not in any way whatsoever bar or otherwise preclude the Government from subsequently disputing the accuracy of any such statement of accounts or the correctness of any such sum and that in the event that any further sum whatsoever be found due from the Licensee to the Government, the same shall be paid by the Licensee to the Government within fourteen (14) days of demand.
- (m) The Licensee shall keep and maintain proper books of account including ledgers, supporting vouchers, receipts, etc. and other records or documents in respect of the conduct of the Advertising Business under this Contract and to cause all such records or documents to make up on a monthly basis and retain the same for at least seven (7) years after the expiration of the Licence Period or sooner termination of this Contract.
- (n) The Licensee shall at all reasonable time upon prior notice from the Government to produce to the Government for its inspection of all books of account, ledgers, supporting vouchers, receipts, etc. and other records or documents relating to the conduct of the Advertising Business and, if required, shall make available copies of them.

5. Security Deposit

- (a) The Licensee, within fourteen (14) days from the date of the Conditional Acceptance of Quotation, deposit with the Government Representative in cash, cheque or cashier's order or in the form of bank guarantee to be issued by a bank with a valid banking licence issued under the provisions of the Banking Ordinance (Cap. 155), a sum equivalent to two (2) times the quoted Monthly Basic Licence Fee as specified in First Schedule as security for the due and proper performance of the Contract.
- (b) The Security Deposit, if in the form of cash, cheque and cashier's order shall be retained by the Government Representative, or if in the form of a bank guarantee, shall remain in force, in any case, from the date of commencement of the Licence Period until the date specified in (i) or (ii) below, whichever is applicable.
 - (i) the date falling three (3) months after the expiry or early termination of the Licence Period; or
 - (ii) upon early termination or expiry of the Licence Period, there remain any outstanding obligations and liabilities of the Licensee under the Contract which have not been duly and fully carried out, completed and discharged in accordance with the Contract, or there is any outstanding right or claim of the Government or the Government Representative, the date on which all such obligations, liabilities and rights and claims have actually been carried out, completed and discharged (as confirmed by the Government Representative in writing), or failing such confirmation the date shall not in any event be later than twenty-four (24) months after expiry or early termination of the Licence Period.

The aforesaid period (depending on whichever is applicable) is hereinafter referred to as the **“Guarantee Period”**.

- (c) Only upon the expiry of the Guarantee Period, will the Security Deposit (if in the form of cash, cheque or cashier's order and if any is remaining) be refunded to the Licensee without interest; or, if the form of a bank guarantee, be discharged or released.
- (d) The Government Representative shall have the right to deduct from time to time from the Security Deposit in cash, cheque or cashier's order or call on the bank guarantee (irrespective of whether or not a demand for payment has been made against the Licensee) any amount due or payable by the Licensee to the Government Representative under the Contract (regardless of whether the amount is payable under any indemnity or is payable as a debt) but which remains outstanding, in such order as the Government Representative in its absolute discretion deems fit. The Security Deposit (whether in cash, cheque or cashier's order or in the form of the bank guarantee) may be deducted or called on, without the Government Representative first having recourse to any other security or rights or taking any other steps or proceedings against the Licensee or any other person, or may be enforced for any balance due after resorting to any one or more of other means of obtaining payment or discharge of the monies, obligations and liabilities owing by the Licensee to the Government Representative.
- (e) If any deduction is made by the Government Representative from the Security Deposit in cash, cheque or cashier's order or a call is made on the bank guarantee during the Guarantee Period, the Licensee shall, within fourteen (14) days after the date of a demand in writing by the Government Representative, deposit a further sum or reinstate the level or extent of the bank guarantee or procure the issuance of a fresh bank guarantee in a sum equal to the

amount so deducted or so called, which shall be added to the residue of and form part of the Security Deposit and, where applicable, the additional security amount required under Clause 5(a).

- (f) In the event that this Contract is terminated early under Clause 27(a) of Conditions of Contract, notwithstanding anything herein to the contrary, the Security Deposit will be wholly forfeited by the Government upon such termination without prejudice to the Government Representative’s claims and demands under the Contract which cannot be satisfied by the Security Deposit.

6. Abatement

- (a) If the Government Representative requires a closure or partial closure of the Advertising Spaces and Air-Time or a suspension of the Licensee’s Advertising Business under Clause 14(d) hereof for a continuous period of more than seven (7) days or under Clause 7(d) to 7(f) hereof for any duration, the Monthly Basic Licence Fee will abate, notwithstanding Clause 4 hereof, for the total period of such closure, partial closure or suspension on a pro rata basis.
- (b) In the event of a closure, partial closure or suspension as described in Clause 6(a) above, the Monthly Basic Licence Fee shall be adjusted according to the following formulas –
 - (i) In respect of closure, partial closure or suspension for a consecutive period of one (1) month, no Monthly Basic Licence Fee for that month shall be payable by the Licensee.
 - (ii) In respect of closure, partial closure or suspension for a consecutive period of less than one (1) month, the Monthly Basic Licence Fee shall be adjusted as follows –

$$A \times \frac{B}{\text{No. of days of that calendar month}}$$

where

“A” is the Monthly Basic Licence Fee as specified in the **First Schedule**

“B” is the total number of days in which there is no closure, partial closure of the Advertising Spaces and Air-Time and no suspension of the Licensee’s Advertising Business in that calendar month.

- (c) The Government shall not be liable for any loss, cost or liability suffered or incurred whatsoever by the Licensee arising from or in connection with such closure, partial closure or suspension.

7. Advancement, Deferment and Suspension of Business

- (a) Notwithstanding the provision of Clause 2 hereof and any other provisions of the Contract, the Government Representative shall be entitled to advance or defer the commencement

- date of the Licence Period for whatsoever reasons and for such period as the Government Representative shall in its sole discretion decide.
- (b) If there shall be such advancement or deferment of the commencement of the Licence Period under this Clause—
- (i) the Government shall not be liable for any costs, losses or liabilities or expenses incurred whatsoever by the Licensee due to such deferment or termination under clause 7(b)(ii);
 - (ii) upon the expiry of such period of deferment and without further notification by the Government Representative of the commencement of the Licence Period, the Contract shall terminate automatically. The Government Representative will return to the Licensee without interest the balance of the Security Deposit and any Monthly Basic Licence Fee already paid in advance;
 - (iii) the Government Representative shall, as far as it is practicable in the circumstances, give the Licensee notice of advancement of the commencement of the original Licence Period in writing at least fourteen (14) days prior to the revised Commencement Date of the Licence Period; and
 - (iv) the Government Representative shall, as far as it is practicable in the circumstances, give the Licensee notice of deferment in writing at least fourteen (14) days prior to the original Commencement Date of the Licence Period.
- (c) The Licensee may suspend its Advertising Business for a reasonable period of time when the weather conditions warrant such suspension in view of the safety of its employees. Prior approval from the Government Representative shall be obtained as far as it is practicable in the circumstances and the Government Representative's decision on the duration of such period of suspension shall prevail.
- (d) If a hirer of the Stadium hires a Stadium requiring suspension of displaying advertisement and commercial signages, the Government shall be entitled to, on giving the Licensee at least fourteen (14) days prior written notice, require the Licensee to suspend its Advertising Business for such time or times and in such manner and for such period or periods ("Suspension Period") as the Government may specify in the notice ("Suspension Notice").
- (e) Upon receipt of the Suspension Notice, the Licensee shall at its own costs and expenses remove all the structures, erections, installations, fixtures, publicity materials, advertisements, acknowledgements and other materials under the control of the Licensee from all Advertising Spaces and deliver up vacant possession of all Advertising Spaces including appliances, furniture, fixtures and fittings as provided by the Government Representative in good repair (fair wear and tear expected) and in clean, hygienic and serviceable condition on or before the deadline specified by the Government in the Suspension Notice. If the Licensee has made any alternations or installed any fixtures or additions to the Advertising Spaces with or without the consent of the Government Representative, the Government may require the Licensee to reinstate or remove at the Licensee's own costs and expenses such alterations, fixtures or additions before delivering up the Advertising Spaces to the Government Representative.
- (f) During the Suspension Period, the Government shall retain all the advertising rights and shall have the right to authorise the Licensee, any event hirers, or any sponsors and/or promoters of the Events to display on-site publicity materials, advertisements and

acknowledgements at any of the Advertising Space and Air-Time through the Video Screen in the Stadium. The Licensee shall be entitled to abatement of the Monthly Basic Licence Fee with respect to the Suspension Period in accordance with Clause 6. The Licensee shall not be entitled to any compensation whatsoever resulting from such suspension.

8. Resumption of Business

If the Advertising Business shall be suspended under the terms and conditions of the Contract, the Licensee shall resume the Advertising Business immediately within the period specified under the Contract or that specified by the Government Representative, as the case may be.

9. Licensee's Warranties and Undertakings

The Licensee warrants and undertakes to the Government Representative that –

- (a) it shall produce its Business Registration Certificate or Certificate of Incorporation, as the case may be, upon demand by the Government Representative;
- (b) it shall not enter and has not entered into any arrangement which may or likely to be in conflict with this Contract.
- (c) it shall pay and discharge all rates, taxes, duties, Government rent, property tax, fees, charges, assessments, impositions and outgoings whatsoever now or hereafter levied, imposed or charged by any lawful authority or pay all fines and penalties imposed for any offence or infringement by the Licensee under any laws or regulations in respect of the Advertising Business, structure and material and/or in connection with the performance of this Contract during the continuance of this Contract. It shall pay and discharge all outgoings and expenditure whatsoever which may be incurred by the Licensee in respect of or otherwise howsoever in connection with the Advertising Business.
- (d) it shall obtain and maintain all necessary approval and authorisation from the relevant Government departments or authorities relating to and/or arising from the display of all advertisements, including but not limited to advertisements on the Stadium's Video Screen, as well as erection or existence of advertising structures for the display of any advertisement.
- (e) it shall provide the necessary labour and materials and bear all costs, losses and liabilities arising from or in connection with the erection, installation, fitting, fixing, maintenance, repairs, renovation, demolition, removal or otherwise of all advertisements, advertising structures and such additional advertising structures as are reasonably directed or approved by the Government.
- (f) it shall not erect or alter any advertising structures without the prior written approval of the Government.
- (g) it shall remove at its own expenses all such advertisements on the advertising structures at the end of the agreed display period and to forthwith make good any damage caused to the Government's property by the removal of such advertisements.
- (h) it shall take over all existing Advertising Spaces designated by the Government, including all structures, erections, installations, fixtures and fittings, in their existing conditions at the

commencement of this Contract.

- (i) save the Video Screen, it shall at its own expenses to maintain, repair and keep in a clean and tidy condition to the satisfaction of the Government the advertising structures and the advertising materials used for display in the Stadium.
- (j) it shall not cause or suffer to be caused any damage to the Government's property in installing or fixing the advertisements, and the ancillary electric fittings and devices in the Stadium. Where damage to the Government's property is inevitable, such damage shall at the request of the Government be made good forthwith by the Licensee at its own expenses. If the Licensee fails to make good the damage as requested, the Government may without further notice execute the repairs and make good the damage. All costs and expenses incurred by the Government shall be paid by the Licensee to the Government forthwith upon demand.
- (k) except the lightboxes, it shall not illuminate or allow to be illuminated any advertisement in any part of the Stadium without the prior written approval of the Government (which approval may be withdrawn at any time by the Government without any liability whatsoever on the part of the Government).
- (l) it shall remove at its own expense any advertising materials which is in the opinion of the Government of an objectionable nature or for which no approval has been obtained from the Government or where there is any claim received by the Government alleging that, or the Government has any reasonable grounds to believe that, the advertising materials infringes or shall infringe any Intellectual Property Rights and/or any other rights of any person. If the Licensee fails to remove or cause to be removed such advertising materials as requested, the Government may forthwith remove the advertising materials and all costs and expenses incurred by the Government shall be paid by the Licensee to the Government forthwith upon demand.
- (m) it shall not agree to or permit any advertiser to display any advertisement whatsoever which relates to or associates with politics, religions, smoking, tobacco, alcoholic-related products and any other products or services related to gambling or betting including but not limited to on-line sports betting services, or which is of an objectionable nature to the Government.
- (n) it shall handle and deal with all issues including but not limited to complaints raised by the advertisers relating to advertisements under the Contract and to use its best endeavours to resolve the disputes to the satisfaction of the Government.
- (o) it has full power, capacity and authority and all necessary licences, permits and consents (including but not limited to, where the circumstances and procedures so requires, the consent of its parent company) to enter into and to perform its obligations under this Contract and any other documents to be entered into by it hereunder.
- (p) this Contract constitutes valid, binding and enforceable obligations of the Licensee in accordance with its terms.
- (q) the execution and delivery of this Contract and the performance by the Licensee of its obligations hereunder will not–
 - (i) result in any breach of any provision of the Articles of Association of the Licensee;
or
 - (ii) result in a breach of, or constitute a default under, any instrument agreement or

arrangement to which the Licensee is bound; or

- (iii) result in a breach of any order, judgment or decree of any court or governmental agency to which the Licensee is a party or by which the Licensee is bound.
- (r) all information supplied, and statements and representations made by or on behalf of the Licensee in relation to this Contract prior to the date of this Contract are true, complete and accurate.
- (s) it shall conduct the Advertising Business and perform its obligations under this Contract with appropriately experienced, qualified and trained personnel with all due skill, care and diligence.
- (t) it shall not permit, allow or cause any encumbrance to be created or arise over any of the property of the Government.
- (u) it shall conduct the Advertising Business and perform its obligations under this Contract with all due skills, care and diligence (including in accordance with good industry practice).
- (v) it shall comply with and the Advertising Business shall be conducted in compliance with all applicable laws, enactments orders, regulations, and other similar instrument.
- (w) all components, equipment, asset and facility supplied and/or used in the course of conducting the Advertising Business shall operate in accordance with their technical specifications.
- (x) it shall at its own costs and expenses obtain or procure to obtain and provide all necessary permissions, consents or licences from the relevant owners of Intellectual Property Rights required for the production of all those materials to the Government for the purposes of or in connection with the performance of this Contract. If these documents contain confidential information, consent for disclosure to the Government shall also be obtained in order to prevent any breach of confidentiality. It shall provide the relevant written consent for disclosure or waiver, or procure to obtain such consent or waiver from the relevant third parties.
- (y) no claim is being made and no litigation, arbitration or administrative proceeding is presently in progress, or to the best of the Licensee's knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under this Contract.
- (z) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract.
- (aa) no proceedings or other steps have been taken and not discharged (nor to the best of its knowledge, are threatened) for the winding up or bankruptcy of the Licensee or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar office in relation to any of the Licensee's assets or revenue.
- (bb) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or on its ability to fulfil its obligations under this Contract.

10. Intellectual Property Rights

- (a) The Licensee shall not receive any advertisement for display in the Stadium under this Contract that infringes any Intellectual Property Rights and or other rights of any person.
- (b) The Licensee shall obtain from the relevant owners of Intellectual Property Rights or their authorised agents and/or the licensing bodies including but not limited to the Composers and Authors Society of Hong Kong Limited, the Phonographic Performance (South East Asia) Limited and Hong Kong Recording Industry Alliance Limited all licences, permits, clearance and consents and maintain such licences, permits, clearances and consents at the Licensee's own costs and expenses for the purposes of or in connection with the performance of this Contract.
- (c) Without prejudice to any other provisions of this Contract, the Licensee shall at all times during the Licence Period comply with the Copyright Ordinance (Cap. 528), exercise due diligence in software asset management, and as and when required by the Government, furnish to the Government satisfactory evidence that this requirement has been complied with.
- (d) The Licensee shall not infringe any Intellectual Property Rights of any person for the purposes of or in connection with the performance of this Contract. The performance of this Contract by the Licensee shall not infringe any Intellectual Property Rights or any other rights of any person.
- (e) The Licensee shall indemnify and keep the Government, its authorised users, assigns and successors-in-title fully and effectively indemnified from and against all claims, actions, proceedings, losses, liabilities, demands, damages, costs, charges and expenses, arising from, for or on account of, any claim and/or allegation of infringement of any Intellectual Property Rights of any person in the course of conducting the Advertising Business, or otherwise in respect of any computer software or hardware, equipment, machine, work, method or material or anything provided or used by the Licensee for the purposes of or in connection with the performance of this Contract whatsoever.
- (f) It shall bear any liability for exposing to any allegation or claim of authorisation of any other person in carrying out any act of infringement of Intellectual Property Rights, other proprietary and other rights and/or statutory provisions.
- (g) The Licensee shall hereby grants for the benefits of the Government, its authorised users, assigns and successors-in-title an irrevocable, non-exclusive, royalty-free, transferable, worldwide, perpetual and sub-licensable licence to use the Materials, including without limitation any advertising materials, layout, artwork and hanging location of displayed materials, tapes of video advertisements, draft agreements, plans, specifications, advertising materials, books, ledgers, vouchers, receipts and other documents relating to the Advertising Business and copies thereof etc., provided or submitted by the Licensee pursuant to or in performing this Contract (and in relation to any Materials to which the Licensee is not empowered to grant sub-licence(s), the Licensee hereby undertakes to procure at its sole expense the grant of such rights for the benefits of the Government, its authorised users, assigns and successors-in-title by the relevant third parties in respect of such Materials to be granted on or before the delivery of such Materials pursuant to this Contract).
- (h) The Licensee shall keep the Government informed in writing of any materials that are the subject matters of the licence(s) granted or to be granted in relation to any Materials to which the Licensee is not empowered to grant licence(s) pursuant to Clause 10(g) above and upon

the terms of this Contract and any restrictions whatsoever affecting the use thereof.

- (i) The Licensee hereby undertakes to procure (and produce for inspection by the Government within seven (7) days upon request) all proper licences, clearances and releases in writing obtained / procured pursuant to Clause 10(g) to be granted in favour of the Government.
- (j) The Licensee hereby irrevocably waives and undertakes to procure all relevant authors of the Materials to irrevocably waive all moral rights (whether past present or future) in the Materials, such waiver to take effect on or before the grant of licence pursuant to Clause 10(g) above. Such waiver shall operate in favour of the Government, its authorised users, assigns and successors-in-title.
- (k) The provision of the Materials, the use, operation or possession by the Government, its authorised users, assigns and successors-in-title of the Materials or any part thereof for any of the purposes contemplated by this Contract does not and will not infringe any Intellectual Property Rights, moral rights or performer's right of any person.
- (l) The exercise by the Government, its authorised users, assigns and successors-in-title of any of the rights granted under this Contract will not infringe any Intellectual Property Rights, moral rights or performer's rights of any person.
- (m) In respect of any Materials and in respect of which any Intellectual Property Right is vested in a third party-
 - (i) the Licensee has or shall have a valid and continuing licence under which it is entitled to sub-licence the relevant Materials and the third party Intellectual Property Rights for itself and for the Government, its authorised users, assigns and successors-in-title to use such Materials for any of the purposes contemplated by this Contract; and
 - (ii) prior to the delivery of such Materials to the Government, the Licensee will have obtained the grant of all necessary clearances for itself and for the Government, its authorised users, assigns and successors-in-title authorising the use of such Materials for any of the purposes contemplated by this Contract.
- (n) So far as Intellectual Property Rights are concerned, all provisions under this Contract relevant to Intellectual Property Rights shall survive the expiry, completion or termination of this Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiry, completion or termination.

11. Monies or Valuables Found or Property Lost

All monies or other items of value found by the Licensee, its employees and/or agents in carrying out the Advertising Business in the Stadium shall be handed to the Government's management in the Stadium as soon as possible and a written receipt shall be obtained therefrom.

12. Staffing

- (a) The Licensee shall ensure that its managerial or supervisory staff shall be in attendance at the Stadium at all times when its staff are at work.

- (b) The Licensee and its employees and/or agents shall have the necessary training, skill, experience, qualifications and expertise to conduct the Advertising Business on the terms and conditions set out in this Contract.
- (c) The Licensee shall be responsible for the good conduct of its employees and/or agents while they are in the Stadium, and shall ensure that they will behave accordingly.
- (d) The Government Representative shall be entitled to demand on reasonable grounds, including but not limited to medical, health, security and disciplinary grounds, the removal or replacement of any of the Licensee's employees or agents.
- (e) The Government and the Government Representative shall in no circumstances be liable either to the Licensee or to its employees or agents in respect of any liabilities, losses or damages occasioned by such removal as stipulated in Clause 12(d) and the Licensee shall fully indemnify the Government Representative against any claim made by such employees or agents.
- (f) The Government shall be entitled to refuse to admit to the Stadium or any part thereof for the purposes of the Contract any person employed or engaged by the Licensee, or by the Licensee's agents, whose admission will be, in the reasonable opinion of the Government Representative, undesirable.
- (g) Any removal demanded or refusal made under Clause 12(d) and Clause 12(f) shall not be construed as a breach of the Contract by the Government Representative and the Licensee shall continue to carry out its obligations under this Contract.
- (h) The Licensee shall ensure that all contractors, employees and agents of the Licensee shall, at all times when engaged in the work in the Stadium, but at no other times, carry identification of such design and in such manner as shall be approved or prescribed by the Government Representative. At the entire discretion of the Government Representative, any of the Licensee's contractors, employees and/or agents of the Licensee failing to carry such identification may be refused entry or evicted from the Stadium. Such Licensee's contractors, employees and/or agents shall be immediately replaced by the Licensee.
- (i) The Licensee shall ensure that all persons employed and/or engaged by it in carrying out the Contract shall keep to such parts of the Stadium as are necessary for the due discharge of the Licensee's obligations under this Contract.
- (j) The Licensee shall maintain a proper, current and accurate record of all its employees or agents employed for carrying out its Advertising Business. Such record shall include the name, Hong Kong Identity Card number, grade, age and photograph of each employee and/or agent. Such record shall be produced for inspection by the Government Representative on request. All personal data submitted by the Licensee will be used by the Government Representative for the purpose of the Contract only.
- (k) The Licensee shall not employ any person who is forbidden in the laws of Hong Kong or not entitled for whatever reasons to undertake any employment in Hong Kong in the execution of this Contract or any other Government contract. If there is any breach of this Clause by the Licensee, the Government Representative may, by notice in writing, terminate this Contract and the Licensee is not entitled to claim any compensation. The Licensee shall be responsible for any expenses or loss that the Government Representative may incur or suffer due to the breach of this Clause by itself.

- (l) Unless otherwise approved by the Government Representative, all workers and staff employed by the Licensee for the execution of this Contract shall be local residents engaged in Hong Kong. Any contravention of this Clause shall be deemed as a material breach of the Contract which shall entitle the Government Representative to terminate the Contract by giving fourteen (14) days' notice to the Licensee.

13. Publicity and Advertisement

- (a) Whether before, during or after the expiry or termination of the Licence Period, the Licensee shall not publish or use any advertising or other publicity materials or perform any act with an advertising nature in relation to the Advertising Business except with the prior written consent of the Government Representative and shall not use the Government's name in any document, publication, advertisement or publicity material without the prior written consent of the Government.
- (b) Save and except where the Government Representative at its discretion may so permit or require, the Licensee shall not exhibit or display, or cause, or permit, or suffer to be exhibited or displayed either inside or outside the Stadium any advertisement or any other materials whatsoever (such as writings, signs, signboards or any other devices whether illuminated or not which may be visible from inside or outside the Stadium or any part thereof) of any advertising nature, including without limitation those relating to any smoking products.
- (c) The Licensee shall submit to the Government Representative all advertising or other publicity material relating to the Contract or the products supplied or other work done in connection with the Contract wherein the Government's name is mentioned or from the language used a connection with the Government can reasonably be inferred or implied.

14. Rights Reserved by Government Representative

- (a) The Government reserves the right, at any time and from time to time at its sole discretion —
 - (i) whether or not to accept an advertisement or part of an advertisement including but not limited to its layout, design or contents. The Lightbox Site No. S7 stated in Annex B will only be hired out on an event-by-event basis with the prior approval obtained from the Government.
 - (ii) to remove certain advertising materials it considers necessary to avoid undue disruption to the normal or smooth running of venue operations.
 - (iii) to interrupt any Video Screen display in order to display any house announcement or other announcements in the case of emergency or for crowd control and management purposes.
 - (iv) to display the Government's own advertising promotional materials in any part of the Stadium not currently in use by any advertiser. Such display shall not disrupt the availability of advertising sites.
 - (v) to remove or otherwise dispose of, without any liability whatsoever on the part of

the Government, any advertisement the display of which is in the opinion of the Government Representative in contravention of this Contract.

- (vi) to refuse, without any liability whatsoever on the part of the Government, to display on the Video Screen any material which in the opinion of the Government Representative is not in good condition or is otherwise incompatible with the Stadium's Video Screen system.
 - (vii) to refuse, without any liability whatsoever on the part of the Government, to display any advertisement which in the opinion of the Government Representative is of an objectionable nature or which relates to or associates with politics, religions, smoking, tobacco, alcoholic-related products and any other products or services related to gambling or betting, including but not limited to on-line sports betting services. The Government Representative may remove at the Licensee's expense any advertising materials for which no approval has been obtained from the Government Representative or where there is any claim received by the Government Representative alleging that, or the Government Representative has any reasonable grounds to believe that, the advertising materials infringes or shall infringe any Intellectual Property Rights and/or any other rights of any person.
 - (viii) to authorise any hirers of facilities or sponsor of the Event at the Stadium to display on-site advertisements at other designated areas in the Stadium as approved by the Government Representative during the period of hire provided that such on-site advertisements do not block or obscure the Licensee's advertisements. For the avoidance of doubt, the Licensee shall not be entitled to any income whatsoever generated by the Government through such display of on-site advertisements.
 - (ix) to delete from or add to the Advertising Spaces and Air-Time as specified in Annex B any items of advertising sites or time slots, or modify, revise, adjust or change the location, position, size, area or length of time of such items.
- (b) The Government makes no representation and gives no warranty or assurance as to the condition safety or suitability for any purpose whatsoever of the Stadium or any part thereof or any installations therein nor in any way guarantees the continued use or operation of the Stadium or its level of utilisation. Without prejudice to the generality of the foregoing, the Government Representative may at any time and from time to time at its sole discretion close or restrict the access of the public to the whole or any part of the Stadium or forbid the entry of any person to the same for any period or periods as the Government Representative may deem necessary without incurring any liability whatsoever in respect of any disturbance to or reduction in or loss of business or loss or damage consequent thereon, in which event the Licensee shall not be entitled to any claim whatsoever for compensation and all fees charges and other payments whatsoever payable by the Licensee to the Government hereunder shall remain payable in full in respect of such period or periods.
- (c) The Government reserves the right to suspend at its sole discretion the Licensee's use of any part of the Advertising Spaces and Air-Time if the Government Representative is of the opinion that the Licensee is in breach of any of the terms and conditions of the Contract.
- (d) The Government Representative reserves the right to close the Stadium in whole or in part, including the Advertising Spaces and Air-Time and/or suspend the Advertising Business by reason of any fire, storm, damage, repair, maintenance or building modifications to/of the Stadium or for any other reasons at any time and for whatever period or periods during the Licence Period. The Government shall not be liable for any loss, expense and/or liability

suffered or incurred by the Licensee arising from or in connection with such closure or suspension.

- (e) In connection with Clause 14(d), if the demand of such closure or suspension of the Stadium and/or the Advertising Business by the Government Representative is due to maintenance or building modification, the Government Representative will give the Licensee one (1) month's advance notice before the commencement date of such closure and suspension, provided that it is practicable for the Government Representative to give the Licensee such advance notice in the circumstances.
- (f) The Government shall not be liable to the Licensee or any other person in any way whatsoever in respect of or for –
 - (i) any injury to or death of any person or any loss of or damage to any property sustained by the Licensee or any other person caused by or in any way arising out of any defect in or breakdown of any mechanical, electrical or other machinery at the Stadium, including but not limited to sound or public address systems, electricity and water supplies, air-conditioning, lifts and escalators, other than for injury to or death of any person directly attributable to the negligence of the Government; or
 - (ii) any injury to or death of any person or any loss of or damage to an property sustained by the Licensee or any other person caused by or through or in any way owing to the escape of fumes, fire, smoke or any other substance or thing or the overflow of water from anywhere in the Stadium other than for injury to or death of any person directly attributable to the negligence of the Government Representative; or
 - (iii) the security of the Advertising Spaces and Air-Time; or
 - (iv) any interruption, cancellation or suspension of any Event of the Stadium howsoever caused which results in any loss or damage to the Licensee or any other person.

15. Arrangement During Epidemic Illness

In the event of illness of any epidemic nature breaking out or situations related to suspected or confirmed communicable disease case, the Licensee shall comply with all such orders, arrangements on regulations as may be issued by the Government with a view to stamping out the same. The Licensee shall comply with any instructions issued by the Government regarding measures to be adopted to prevent or control disease of any kind.

16. Electricity Supply

- (a) The Licensee, if so permitted by the Government Representative, may consume electricity from supply points which are available at the Stadium to conduct its Advertising Business. The Government shall pay all fees and charges in connection therewith.
- (b) If electricity supply point is not available at the advertising spaces, or permission to use available supply point is not granted or is withdrawn, the Licensee shall at its own expense install and provide its own source of electricity required for its Advertising Business and pay all fees and charges in connection therewith.

- (c) Any installation of wiring and lighting fittings, and all other electrical works, be it permanent or temporary, shall be approved by the Government Representative and the works shall be carried out by a Registered Electrical Contractor (REC) / Registered Electrical Worker (REW) registered under the Electricity (Registration) Regulations (Cap. 406D) and to the satisfaction of the Government Representative, and such installation shall thereupon become the property of the Government. The Licensee shall be responsible to maintain and repair such installation at its own expense as well as to remove the same should the Government Representative so directs.

17. Government Premises, Property, Machinery and Equipment

- (a) When the Government premises, property, machinery or equipment is provided for the Licensee under this Contract, the Licensee shall keep and maintain the same in good, clean and serviceable condition (fair wear and tear excepted), and shall be responsible for the due and immediate return of all such premises, property, machinery and equipment in good repair, clean and serviceable condition (fair wear and tear excepted) at any time upon request by the Government Representative and/or upon the expiry or termination of the Contract.
- (b) The Licensee shall not make any alteration or addition to the premises, property, machinery and equipment provided by the Government Representative without the prior permission in writing by the Government Representative and shall not carry out repairs to the same without first obtaining the prior approval of the Government Representative. If such approval is obtained, the repair works shall be carried out by a qualified Person(s) approved by and to a standard acceptable to the Government Representative.
- (c) The Licensee shall be liable to the Government for any damage or loss to such premises, property, machinery and equipment provided by the Government. If any such premises, property, machinery or equipment is found damaged or lost, as the case may be, in whatsoever scale and from whatsoever cause while in the occupancy, possession or control of the Licensee, the Licensee shall pay the cost for all repair or replacement of the same plus twenty (20) percent as an administrative overhead charges.
- (d) All premises, property, machinery and equipment so provided for the Licensee under this Contract shall remain the property of the Government, and the Government Representative reserves the right to check stock of the same at any time and the Licensee shall provide every assistance to the Government Representative for this purpose.
- (e) The Licensee shall accept the advertising spaces and the Government's provisions of property under the Contract (inclusive of those listed in the Annex B) in the state and condition in which occupancy, possession or control is given to the Licensee.

18. Access Granted to the Licensee

- (a) The Government Representative shall grant access of the Stadium or any part thereof to the Licensee as may be necessary for it, its employees or agents to perform its obligations under the Contract, provided that the Government Representative shall be entitled to close the Stadium or any part thereof or to prohibit any vehicular access to the Stadium at any time and for any period as the Government Representative considers it prudent and expedient to do so. Such closure shall not be deemed to be a breach of the Contract by the Government

Representative.

- (b) Upon such closure or prohibition of access or on demand of the Government Representative, the Licensee and its employees and agents shall forthwith suspend its Advertising Business, remove the plant, equipment, materials and vehicles under the control of the Licensee from the Stadium.
- (c) The Government Representative may at its sole discretion eject any personnel employed and/or engaged by the Licensee from the Stadium, including but not limited to the following circumstances –
 - (i) should such personnel fail to comply with the rules and regulations of the Stadium;
or
 - (ii) if the behaviour of such personnel be such so as to give the Government Representative reasonable grounds for believing that the interests of the Stadium, or users of the Stadium may be prejudiced.

19. Inconvenience or Annoyance Caused at the Stadium

- (a) The Licensee shall ensure that its employees or agents shall perform their duties in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them.
- (b) The Licensee shall use its best endeavors to avoid causing nuisance or annoyance to the users of the Stadium or to the Government's staff or agents working there while carrying out its Advertising Business. The Government Representative shall be, without prejudice to any rights it has under the Contract and without releasing or discharging the Licensee of its obligations hereunder and without compensation whatsoever to the Licensee, entitled to suspend the Advertising Business or use whatever means the Government may consider suitable so as to stop the Licensee from causing further nuisance to the users of the Stadium and the Government's staff or agents working there.
- (c) The Licensee shall not place or leave, or cause, or suffer, or permit to be placed or left any of its trade equipment, stores, provisions, furniture, fixtures, fittings, chattels or other things whatsoever at any places within the Stadium or otherwise howsoever encumber or encroach such places and shall forthwith remove the same to a place designated by the Government Representative if the Government Representative in its opinion considers that they may cause encumbrance or encroachment. In the event of any breach of this Clause and without prejudice to any other rights and remedies which the Government Representative has or may have under the Contract, the Government Representative shall be entitled to take all such steps as may be necessary to forthwith remove any such encumbrances or encroachments thereby constituted and without notice to the Licensee to seize and dispose of any such property in such manner as the Government Representative may see fit without any liability whether towards the Licensee or any other person and the Licensee shall pay the Government on demand all the costs in relation to such removal and/or disposal which are incurred by the Government.

20. Inspection and Rejection

- (a) The Advertising Business carried on by the Licensee shall be subject to inspection by the Government Representative at any time.
- (b) Without prejudice to any other rights provided under the Contract, the Government Representative may reject any action undertaken by the Licensee (which is purported to be for the compliance or observance of any term or condition of the Contract or the result of such action) which does not strictly conform to the terms and conditions of the Contract.
- (c) Within twenty-four (24) hours (or such longer time as may be notified by the Government) of being notified in writing of the rejection of any action undertaken by the Licensee, the Licensee shall take necessary action to rectify such rejected action to the satisfaction of the Government Representative.
- (d) If the Licensee shall fail to rectify such rejected action or result of action, the Government Representative may without prejudice to any other rights and remedies available to the Government carry out and complete such rectification by its own staff or by its agents. All costs and expenses whatsoever which may be incurred by the Government thereof shall be recoverable in full from the Licensee forthwith on demand. The normal working hours for the staff of the Government are, with the exception of General Holiday, from 9:30 a.m. to 4:30 p.m. from Monday to Friday. If such rectification is carried out by the staff of the Government outside these normal working hours, the Licensee shall be responsible for the overtime remuneration, subsistence allowances and traveling expenses of such staff.

21. Licensee's Act, Default, etc.

- (a) Any act, default, negligence or omission of any employee, agent or sub-contractor (of whatever tier) of the Licensee, or any employee or agent of such sub-contractor, or any visitor, patron or invitee of the Licensee shall be deemed to be the act, default, negligence or omission of the Licensee.
- (b) It shall be regarded as a default, if the Licensee —
 - (i) shall abandon the Contract; or
 - (ii) shall persistently or wilfully neglect to carrying out its obligations under the Contract; or
 - (iii) shall fail to carry out all or any of the rectification as stipulated in Clause 20(c) within the time specified.
- (c) Without prejudice to any other rights provided for under the Contract, the Licensee shall indemnify the Government and the Government Representative against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government may sustain or incur or which may be brought or established against it as a result of the Licensee's default.
- (d) Notwithstanding the above provision, the Government Representative may at its own discretion terminate the Contract in accordance with Clause 27 hereof as a result of the Licensee's default.

22. Accident to Licensee's Employees

- (a) Neither the Government nor any of its employees or agents shall be under any liability whatsoever for or in respect of:
- (i) any loss of or damage to any of the Licensee's property or that of its employees or agents however caused (whether by any Negligence of the Government or any of its employees or agents or otherwise); or
 - (ii) any injury to or death of the Licensee (in the case where the Licensee is a natural person) or any of its employees or agents, save and except any such injury or death caused by the Negligence of the Government or any of its employees or agents.

The Licensee shall indemnify the Government and its employees or agents against all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions whatsoever in respect of any such loss, damage, injury or death for which the Government and its employees and agents are not liable under this Clause.

- (b) The Licensee shall effect and keep in force at its own expense a policy of insurance against all liabilities to pay damages or compensation as aforesaid in respect of all staff and other persons, other than the Government employees, who may be employed by the Licensee on any work done in pursuance of the Contract with an insurance company authorised by the Insurance Ordinance (Cap. 41) and on such terms and conditions to be approved by the Government Representative, and shall, as and when required, deposit with the Government Representative for safe keeping a copy of such policy of insurance together with the receipt for payment of the current premium.
- (c) In the event of any staff or other persons employed by the Licensee on any work done in pursuance of the Contract suffering any personal injury or death, the Licensee shall within forty-eight (48) hours notify the Government Representative in writing and whether there be a claim for a compensation or not, the Licensee shall, as soon as it is practicable thereafter, give notice in writing of such personal injury or death to the Commissioner for Labour and the insurer.

23. Liability and Indemnity

- (a) The Licensee shall indemnify the Government and keep the Government fully and effectively indemnified against all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Government may sustain or incur or which may be brought or established against it by any person and which in any cases arise out of or in relation to or by reasons of —
- (i) the negligence, recklessness, tortious act or wilful misconduct of the Licensee, its employees or agents or sub-contractors (of whatever tier) or those employees or agents of such sub-contractors, or any visitor or patron of the Advertising Spaces (all of the aforesaid persons collectively the “**Licensee Responsible Group**”); or
 - (ii) the performance or breach or the non-performance or non-observance of any of the warranties and undertakings, obligations or conditions by any member of the Licensee Responsible Group; or
 - (iii) any defaults, unauthorised acts or omissions of any member of the Licensee

Responsible Group; or

- (iv) the non-compliance with any applicable laws and any requirements or regulations of any Government authorities or agencies in connection with the performance of the obligations under this Contract by any member of the Licensee Responsible Group; or
 - (v) any loss or damage sustained by or any injury to or death of any third party which is partially or jointly in consequence of any negligence, omission, default of the Government or its employees or any agent under statute and under common law as long as such loss or damage sustained by or any injury to or death of such third party is partially or jointly attributable to any member of the Licensee Responsible Group in the manner as described in (i) to (iv) above.
- (b) The indemnities, payment and compensation given in pursuance of the Contract by the Licensee shall not be affected or reduced by reason of any failure or omission of the Government Representative in enforcing any of the terms and conditions of the Contract, or in supervising or controlling the Licensee's operation or method of working, or in detecting or preventing or remedying any defective work carried out by any member of the Licensee Responsible Group.

24. Public Liability Insurance

- (a) The Licensee shall effect, take out, maintain and renew upon expiry the benefit of and at its own expense a policy of insurance (including public liability) ("the Policy") in the joint names of the Licensee and the Government of the Hong Kong Special Administrative Region in the sum of not less than Ten Million Hong Kong Dollars (HK\$10,000,000) for any one (1) incident and for an unlimited number of claims arising during the Licence Period with an insurance company authorised by the Insurance Ordinance (Cap. 41) on such terms and conditions to be approved by the Government Representative. There shall be no limit to the number of claims during the period of insurance.
- (b) The Policy shall cover full liability to pay damages or compensation as a result of the damage to properties, death of or injury to or illness suffered by any person arising out of any act, negligence or default of the Licensee, or the Government or their employees and agents. The Policy shall also indemnify all sums which the Licensee and the Government shall become legally liable to pay as compensation for bodily injury due to any service provided by the Licensee at the Stadium.
- (c) The Licensee shall keep the aforesaid Policy in force during the continuance of the Contract and shall forthwith deposit with the Government Representative for safe keeping a copy of such Policy together with the receipt for payment of the current premiums.
- (d) If the terms of the Policy taken out by the Licensee require the insured parties to bear any excess amount in the event of claims, the Licensee shall be personally and solely responsible for the payment of such excess amount and shall indemnify the Government for such payment. Under no circumstances whatsoever shall the Government be responsible for the premium payable under the Policy or the premium payable for the renewal thereof.
- (e) The Policy shall include a cross liability clause.
- (f) The Licensee is responsible to lodge all claims with the insurance company and shall deal

with the said insurance company upon receipt from the Government Representative or otherwise of a report on any injury, death, loss or damage.

- (g) The Licensee shall conform to the terms and conditions of the Policy and all reasonable requirements of the insurers in connection with the settlement of claims, the recovery of losses and the prevention of accidents. The Licensee shall not do or permit or suffer to be done any act or omission whereby the Policy shall be rendered void or voidable, or which would otherwise amount to breach of the Policy. The Licensee shall bear the economic consequences of, and indemnify the Government in full from and against any loss and liability which may arise from any failure of the Licensee to observe and comply with this Clause.

25. Failure to Insure

If the Licensee fails to effect or to keep in force any insurance policy referred to in Clauses 22 and 24 or any other policy of insurance which it may be required to effect under the terms and conditions of the Contract, the Government Representative may effect and keep in force any such policy and pay such premium or premiums thereof as may be necessary for that purpose and may from time to time deduct the amount so paid from the Security Deposit in accordance with Clause 5 hereof or may recover the same as a debt due from the Licensee.

26. Vacant Advertising Spaces and Air-Time Through Video Screen

- (a) The Government and the Licensee shall have the right to make use of any vacant Advertising Spaces in the Stadium and Air-Time of the Video Screen which is not taken up by any advertiser. The Government may put up its own or permitted propaganda, promotional/advertising materials or advertisements in these spaces and would endeavor to avoid the display of pure commercial advertisements as determined by the Government Representative, including but not limited to the acknowledgment of the sponsor(s) of an Event. The Licensee may also put up its own solicitation to advertise in these spaces at the Stadium, provided that—
- (i) the Licensee's solicitation to advertise shall only be displayed at areas not required by the Government;
 - (ii) such Licensee's solicitation to advertise shall be displayed subject to the Government Representative's approval; and
 - (iii) the Licensee shall pay and discharge all rates, taxes, duties, Government rent, property tax, fees, charges, assessments, impositions and outgoings whatsoever now or hereafter levied, imposed or charged by any lawful authority or pay all fines and penalties imposed for any offence or infringement by the Licensee under any laws or regulations in respect of the Licensee's own solicitations.

27. Termination

- (a) If:
- (i) the Licensee commits a fundamental breach of any term of the Contract;
 - (ii) the Licensee is in breach of any provision of the Contract which in the opinion of the Government is not capable of remedy;
 - (iii) the Licensee commits a breach of any provision of the Contract which is capable of remedy and fails to remedy the same within fourteen (14) days of service of notice by the Government (or such longer period as specified in the notice) requiring such remedy;
 - (iv) the Licensee is in breach of any of its warranties and undertakings under the Contract;
 - (v) the Licensee has made a material misrepresentation (including submission of false statement or inaccurate information) during the quotation process of the Contract;
 - (vi) the Licensee, any officer (including director), employee, agent or sub-contractor of the Licensee commits an offence under the Prevention of Bribery Ordinance (Cap. 201) or any law of a similar nature in relation to the Contract or any other contract made by the Licensee with the Government; or
 - (vii) the Government is given the right to terminate the Contract under any other provision of the Contract,

the Government may by written notice to the Licensee terminate the Contract immediately.

- (b) The Government may also by written notice to the Licensee terminate the Contract immediately upon the occurrence of any of the following events:
- (i) a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with, or assignment for the benefit of, the Licensee's creditors;
 - (ii) if the Licensee is an incorporated body, a shareholders or members meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than voluntarily for the purpose of bona fide reconstruction or solvent amalgamation);
 - (iii) a petition is presented for the winding-up or bankruptcy of the Licensee, which is not dismissed within fourteen (14) days after the petition is presented;
 - (iv) the Licensee is or becomes insolvent, or any order is made for the Licensee's bankruptcy;
 - (v) an administrator, administrative receiver, receiver or similar officer is appointed over the whole or any part of the Licensee's business or assets;
 - (vi) the Licensee suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - (vii) the Government reasonably apprehends that any of the events mentioned above is about to occur.

- (c) Notwithstanding any provision to the contrary, either party may terminate the Contract by serving to the other party not less than a six (6) months' prior written notice for termination to take effect at any time after the expiration of the twelve (12) months from the commencement of the Licence Period.
- (d) If the Government shall at any time be prevented from performing the Contract by force majeure, then the Government shall be entitled to terminate the Contract immediately.
- (e) For the purpose of Clause 27(d), "force majeure" means acts of God, strikes, lockouts, acts of war, civil disorders, governmental laws, orders or regulations or other similar or different events or contingencies beyond the reasonable control of the respective parties. For these purposes an event shall not be deemed to be within the control of the Government on the grounds that the Government could have prevented that event by acceding to any unreasonable demands of an authority, corporation, trade union, association or person.
- (f)
 - (i) If the Stadium or any part thereof shall be rendered unfit for use by any cause whatsoever not attributable to any act, omission or default on the part of the Licensee or any of its employees, agents or sub-contractors, the obligation of the Licensee to carry on the Advertising Business shall be suspended until such part or parts shall have been again rendered fit for use. If the period of suspension exceeds seven (7) days, then the Monthly Basic Licence Fee payable by the Licensee for the relevant month shall abate on a pro rata basis until the Stadium or any part thereof shall have been rendered fit for use. If such part or parts shall not be rendered fit for use within six (6) months of the date of the occurrence of the event rendering the same unfit, then either party hereto shall be entitled at any time before the same are so rendered fit to terminate this Contract by notice in writing to the other in respect of any antecedent claim or breach. Notwithstanding the above, the Government shall have the sole right to determine whether the Stadium or any part thereof has become unfit for use.
 - (ii) For the avoidance of doubt, it is hereby expressly agreed and declared that notwithstanding anything contained herein, the Government shall not in any circumstances whatsoever be required or otherwise obliged to repair or reinstate the Stadium or any part thereof rendered unfit for use by any cause whatsoever if the Government shall be of the opinion that it is not practicable or reasonable to do so.
- (g) The Government may immediately terminate the Contract upon the occurrence of any of the following events:
 - (i) the Licensee has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
 - (ii) the continued engagement of the Permit Holder or the continued performance of the Contract is contrary to the interest of national security; or
 - (iii) the Government reasonably believes that any of the events mentioned above is about to occur.
- (h) If the Government has terminated the Contract by notice to the Licensee pursuant to Clause 27(a) or the Licensee has terminated the Contract early by serving prior written notice pursuant to Clause 27(c), and the Government conducts a new procurement exercise to award a contract to provide the Advertising Business from another sources to replace the existing Contract, any quotation offer from the same Licensee or a related person of the

Licensee (as defined in Clauses 34(f) and 34(g) of the Terms of Quotation) for the contract to be awarded in that new procurement exercise will be rejected.

28. Effect of Termination

(a) Upon termination of the Contract –

- (i) the Licensee shall immediately deliver up vacant possession of the Advertising Spaces and Air-Time including the appliances, furniture, fixtures and fittings provided by the Government Representative or the Government therein in good repair (fair wear and tear excepted) and in clean and hygienic condition. Provided always that where the Licensee has made any alterations or installed any fixtures or additions to the Stadium with or without the Government Representative's consent, the Government Representative may at its discretion require the Licensee to reinstate or remove at the Licensee's own expense such alterations, fixtures, fittings or additions or such part or portion thereof as the Government Representative may require and to make good and repair in a proper and workmanlike manner any damage to the Stadium and to the fixtures and installations thereof before delivering up the Advertising Spaces and Air-Time to the Government Representative;
- (ii) the Licensee shall at its own expense forthwith retreat all its employees, or agents and remove from the Stadium all its fixtures, fittings, structures, materials, machinery, equipment, plant and all other properties which the Government Representative does not desire to take over. The Licensee shall at its own expense make good any damage to the Government premises, property, machinery and equipment which are caused by such retreat or removal;
- (iii) the Licensee shall return all Government premises, property, machinery and equipment provided by the Government under this Contract in the manner as stipulated in Clause 17 hereof;
- (iv) if the Licensee shall fail to comply with Clause 28(a)(ii), the Government Representative may forthwith enter the Stadium to remove any person therein, or to remove any fixtures and fittings so installed or erected, or any property, materials, machinery and equipment found therein and to effect the necessary repair and cleansing work so as to keep the Stadium in a good repair, clean and serviceable condition. The Government Representative reserves the right to take over or to dispose of in whatsoever manner it deems appropriate and without any liability and compensation whether towards the Licensee or any other party any fixtures and fittings so installed or erected and any chattels not collected or removed by the Licensee upon the termination of the Contract. All costs, losses, damages or expenses incurred by the Government as a direct or indirect result of the breach of the Contract under this Clause shall be recoverable as a debt due from the Licensee; and
- (v) if the Contract is terminated by the Government (other than pursuant to Clause 27(c) and Clause 27(f)(i) and the Government makes other arrangements for the conduct of the Advertising Business, the Government may recover from the Licensee:
 - (1) any amount short of the total Monthly Basic Licence Fee (which would have been payable by the Licensee had the Contract not been terminated) suffered

by the Government in engaging another Licensee to conduct the Advertising Business and all costs and expenses incurred in making the arrangements for the same including conducting tendering/quotation exercise to award a contract under which a person is granted an licence to conduct advertising business; and

- (2) any additional expenditure incurred by the Government in connection with a default by the Licensee referred to in Clause 27(a). If the Contract is so terminated, until the Government has established the final cost of making other arrangements contemplated under this Clause, no further payments shall be payable by the Government to the Licensee for the Advertising Services provided by the Licensee prior to termination and in accordance with the Contract for which payment has yet to be made by the Government.
- (b) Any termination of the Contract howsoever occasioned shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. All warranties and indemnities given by the Licensee under this Contract shall survive the expiration or early termination of this Contract.
- (c) In the event of termination or expiry of the Contract for whatever reason whether under any of the applicable provisions set out in this Clause or otherwise, neither the Government nor the Government Representative shall be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Licensee arising out of or in relation to the termination or expiry.

29. Probity

- (a) If the Licensee or any of the Licensee's employees or agents commits an offence under the Prevention of Bribery Ordinance (Cap.201), or the Theft Ordinance (Cap.210), the Crime Ordinance (Cap.200), or under any law of a similar nature in relation to the Contract or any other Government contracts, the Government Representative may, on behalf of the Government, summarily terminate the Contract, without entitling the Licensee to any compensation therefor.
- (b) The Licensee shall be liable for all expenses necessarily incurred by the Government as a result of the termination of the Contract under this Clause.
- (c) The Licensee shall inform its officers, employees (whether permanent or temporary), agents and sub-contractors that the soliciting or accepting of advantages (as defined in the Prevention of Bribery Ordinance) is not permitted. The Licensee shall also caution its officers, employees and agents and sub-contractors against soliciting or accepting any hospitality, entertainment or inducement which may impair their impartiality in relation to the selection of its sub-contractors, if any, or the supervision of the work of the sub-contractors.
- (d) The Licensee shall within fourteen (14) days after the commencement of the Contract draw up and submit a staff code of conduct to the Government Representative including, among

other probity issues, a statement explicitly prohibiting any person employed by him to provide the services from soliciting or accepting any form of advantages in discharging its duties under the Contract. The Licensee shall ensure that any person employed by it to provide the services is well aware of the prohibited acts explicitly stated in Clause 29(c) above and of the staff code of conduct. The code of conduct shall form part of the employment contract to ensure acknowledgement and compliance by the employees.

30. Recovery of Sums Due

Whenever under the Contract any sum of money (including but not limited to rates and Government rent payable in respect of the Licence Area) shall be recoverable from or payable by the Licensee to the Government (but the Licensee has failed to pay the same by the due date), the Government is entitled to deduct the same from any sum then due or which at any time thereafter may become due to the Licensee under this or any other agreement(s) and/or contract(s) with the Government or from the Security Deposit in cash, cheque or cashier' order or by making a call on the bank guarantee in accordance with Clause 5 hereof forthwith without notice.

31. Jurisdiction

The Contract shall be governed by and construed according to the laws of Hong Kong and subject to Clause 42, the parties hereto irrevocably submit themselves to the exclusive jurisdiction of the courts of Hong Kong in relation to any dispute arising from or in connection with or in relation to the Contract.

32. Licence, Permit and/or Certificate

- (a) The Contract does not confer exemption from all licensing requirements pertaining to the Licensee's Advertising Business.
- (b) The Licensee shall apply to the appropriate authorities to obtain or renew, as the case may be, all licences, permits and/or certificates required by the laws of Hong Kong for the conduct of its Advertising Business. The Licensee shall make no claim of any kind whatsoever against the Government in the event of the Licensee's failure or inability for any reason to obtain or renew any such licences, permits and/or certificates.
- (c) It will be unlawful for the Licensee to conduct its Advertising Business without the licences, permits and/or certificates as required by the laws of Hong Kong, notwithstanding the granting of the Licence by the Government Representative. The Licensee shall not provide any service or sell advertising Air-Time and broadcast such advertisements for which any licence, permit and/or certificate is so required by law without first obtaining such licences, permits and/or certificates. The Licensee shall ensure that those licences, permits and/or certificates shall remain in full force and effect as long as the Licence shall remain in force.
- (d) Since it will necessarily take time for the relevant authorities to consider and decide on an application for the requisite licences, permits and/or certificates, the Licensee agrees and accepts that there will be no abatement or reduction of the Monthly Basic Licence Fee on the grounds that the Licensee cannot conduct its Advertising Business pending the consideration of its applications and issuance or renewal of the relevant licences, permits

and/or certificates. For avoidance of doubt, the non-issuance of a relevant licence, permit and/or certificate by a relevant authority shall not constitute any ground for the abatement of the Monthly Basic Licence Fee.

- (e) The Licensee shall observe and comply with the conditions of any licence, permit and/or certificate issued to it in relation to the performance of the Contract.

33. Applicability of Public Health and Municipal Services Ordinance

The Contract is subject to the provisions of the Public Health and Municipal Services Ordinance (Cap. 132), and of all regulations made thereunder, which may be applicable to the Stadium and the Advertising Business.

34. Compliance with Law and Government Requirements

The Licensee shall observe and comply with all applicable laws of Hong Kong and requirements or regulations imposed from time to time by the relevant authorities in connection with the performance of its obligations under this Contract.

35. Assignment and Sub-contracting

- (a) Unless otherwise provided for in the Contract, the Licensee must not, without the prior written consent of the Government, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Contract. The performance of the Contract by the Licensee shall be personal to it.
- (b) If the Licensee proposes to appoint any sub-contractor, it must submit the proposed sub-contract to the Government for approval. The Government reserves the right to grant permission for sub-contracting and determine the terms and conditions of the sub-contract. A certified copy of the sub-contract must be deposited with the Government within seven (7) days after the effective date of the sub-contract.
- (c) The Licensee must remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Contract and the Licensee must be responsible for the acts, defaults or neglect of any sub-contractor, its employees and agents.

36. Notices

- (a) Each notice, demand, invoice, correspondence or other communication given or made under the Contract by a party shall be in writing and delivered or sent to the other party at its postal address, facsimile number set out in the Articles of Agreement (or such other postal address, facsimile number as the addressee has by not less than seven (7) working days' prior written notice specified to the other party).
- (b) Such notices, demands, invoices, correspondence or other communications shall be addressed as provided in Clause 36(a) and, if so addressed, shall be deemed to have been

duly given or made as follows:

- (i) if sent by personal delivery during normal business hours on a working day, upon delivery at the address of the relevant party;
- (ii) if sent by post, four (4) days (for any place in Hong Kong) and seven (7) days (for any place outside Hong Kong) after the date of posting; and
- (iii) if sent by facsimile during normal business hours on a working day, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

37. Waiver of Remedies

- (a) Time shall be of the essence of the Contract. No forbearance, delay or indulgence by either party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that party. Nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power, or remedy shall be cumulative.
- (b) Acceptance of any payment by the Government Representative shall not be deemed to operate as a waiver by the Government of any right to proceed against the Licensee in respect of any breach, non-observance or non-performance by the Licensee of any of the terms and conditions of this Contract on the Licensee's part to be observed and performed.

38. Severability

- (a) In the event that any provisions of this Contract or any part of any such provisions shall at any time be adjudged to be invalid, unlawful, illegal or otherwise howsoever unenforceable under any applicable laws of Hong Kong, such provision or such part of such provisions, as the case may be, but only to the extent required by such laws, shall be severed from the Contract and rendered ineffective so far as possible without modifying the remaining provisions hereof.
- (b) If at any time any one or more provisions hereof shall be adjudged to be invalid, illegal or unenforceable in any respect under any applicable laws of Hong Kong, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be thereby impaired or affected.
- (c) Where, however, the provisions or any such applicable laws of Hong Kong may be waived, they are hereby waived by the parties hereto to the full extent permitted by such laws to the end that the Contract shall be valid, binding and enforceable in accordance with its terms and conditions.

39. Confidentiality

- (a) The Licensee shall treat as proprietary and confidential all information, documents, materials and data (including any personal particulars records and personal data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486)), in whatever form or media, which the Government has for the purposes of or in the course of performing the Contract, supplied, made available or communicated to the Licensee or which may come to the Licensee's knowledge or be accessible by the Licensee in the course of conducting the Advertising Business and all advices, recommendations, documents, materials and data given by the Licensee to the Government under the Contract ("Confidential Information"). The Licensee's obligations under this Clause shall not extend to any information which was rightfully in the possession of the Licensee prior to the commencement of the negotiations leading to the Contract or which is already in the public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause).
- (b) Without prejudice to any other provision of the Contract, the Licensee shall indemnify and keep the Government and its authorised users fully and effectively indemnified against any and all actions, damages, costs, claims, demands, expenses (including the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of any nature arising from or incurred by reason of-
- (i) a breach of confidence (whether under this Contract or general law) by the Licensee or any of its employees or agents;
 - (ii) any actions or claims made in respect of information subject to the Personal Data (Privacy) Ordinance, which action and/or claim would not have arisen but for the act, negligence or omission of the Licensee or any of its employees or agents in connection with the performance of the Contract; and
 - (iii) any act done or omission in the performance of the Contract that contravenes the Unsolicited Electronic Messages Ordinance (Cap. 593).
- (c) The Licensee shall use the Confidential Information solely for the purposes of the Contract. The Licensee shall not, at any time whether during the Licence Period or after the expiry or termination (howsoever occasioned) of the Contract, use (or allow to be used) the Confidential Information for any other purposes without the Government's prior written consent.
- (d) The Licensee shall not disclose the Confidential Information to any third parties except in confidence to such of the Licensee's employees or agents who need to know the same for the purposes of the Contract.
- (e) The Licensee undertakes to take all necessary measures for the protection of the Confidential Information and to prevent any unauthorised disclosure or leakage of the Confidential Information.
- (f) The Licensee shall comply with any disclosure restrictions and conditions of use of the Confidential Information as may be stipulated by the Government from time to time.
- (g) The Licensee shall ensure that each of its employees, agents and any other Persons involved in the performance of the Contract are aware of and comply with the provisions of this Clause and the Official Secrets Ordinance (Cap. 521).

- (h) The Licensee undertakes, if so requested by the Government, to deliver to the Government on such date as specified by the Government, separate confidentiality agreements duly executed by the Licensee and/or each person to whom any Confidential Information is to be disclosed by the Licensee in accordance with the Contract. The Licensee shall not be regarded to have complied with this Clause unless each confidentiality agreement is executed on terms prescribed by the Government.
- (i) The Licensee further agrees that it will not at any time whether by itself or through any subsidiary or agent use, sell, licence, sub-licence, create, develop or deal with any Confidential Information otherwise than in accordance with the Contract.
- (j) If the Licensee becomes aware of any breach of confidence by any of its employees or agents, it shall promptly notify the Government and give the Government all reasonable assistance in connection with any action or proceedings which the Government may take or institute against any such Persons.
- (k) The Government may request the Licensee in writing at any time that any Confidential Information disclosed pursuant to the terms of this Clause and any copies, analyses, compilations and extracts thereof whether in hard copies, electronic format or other media be returned, destroyed and/or deleted with a written statement to the effect that upon such return, destruction and/or deletion it has not retained in its possession or under its control, either directly or indirectly, any Confidential Information in whatever form. The Licensee shall comply with any such request from the Government within seven (7) days of receipt of such request.
- (l) The provisions of this Clause shall survive the expiry, completion or termination of the Contract and shall continue in full force and effect notwithstanding such expiry, completion or termination.

40. Execution of Further Documents

- (a) The Licensee shall at its own costs and expenses do and execute any further things and document(s) (or procure that the same to be done or executed) as may be required by the Government to give full effect to the Contract and shall provide all such documents and materials to the Government within fourteen (14) days of the date of the Government's written request or such longer period as may be agreed by the Government in writing.
- (b) The provisions of this Clause shall survive the expiry, completion or termination of the Contract (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiry, completion or termination.

41. Relationship of the Parties

- (a) The Licensee enters into the Contract with the Government as an independent contractor only and nothing in the Contract shall be construed as in any way constituting a contract of employment, a relationship of agency or partnership, a relationship of landlord and tenant, between the parties.
- (b) Neither party shall without the prior approval in writing of the other commit that other party

to any obligation other than those prescribed in the Contract. Unless otherwise expressly provided for in the Contract, neither party is authorised to act in the name of, or on behalf of, or otherwise bind the other party.

42. Mediation

- (a) The parties hereto agree that any dispute or claim arising out of or in connection with this Contract ('**the Dispute**') shall be referred to mediation prior to commencement of litigation. In default of agreement, the Dispute shall be referred to mediation at the Hong Kong International Arbitration Centre in accordance with its Mediation Rules. In case the Dispute cannot be resolved by mediation, the Dispute shall be referred to, and finally settled by, arbitration in accordance with and subject to the provisions of the Arbitration Ordinance (Cap. 609).
- (b) The Licensee shall be obliged to carry on the Advertising Business in accordance with the Contract irrespective of a notice of mediation having been served by either party or whether mediation or arbitration is in progress.

43. Costs and Expenses

Save as otherwise expressly provided for in the Contract, the Licensee shall comply with all provisions of the Contract and its obligations under the Contract at its own costs and expenses.

44. Non-exclusive Contract

Nothing in the Contract shall preclude the Government from procuring any advertising services from any other person.

45. Variations

Subject to the provisions of the Contract, no waiver, cancellation, alteration or amendment of or to the provisions of the Contract shall be valid unless made by an instrument in writing and duly signed by the Licensee and the Government.

46. Conflict of Interest

- (a) The Licensee shall during the Licence Period and for three (3) months thereafter-
 - (i) ensure that it (including each and every employee and agent of the Licensee) and each of its sub-contractors and each of their respective employees, officers and agents engaged in the discharge of the obligations hereunder, and each of their respective associates and associated persons, shall not undertake any service, task, or job or do anything whatsoever for or on behalf of any third party (other than in the proper performance of the Contract) which conflicts or which may be seen to

conflict with the Licensee's duties or obligations under the Contract without the prior written approval of the Government (which approval shall not be unreasonably refused or delayed); and

- (ii) forthwith notify the Government in writing of all or any facts which may reasonably be considered to give rise to a situation where the financial, professional, commercial, personal or other interests of the Licensee (including each and every employee and agent of the Licensee) or any of the Licensee's sub-contractors or any of their respective employees, officers and agents deployed for the performance of the Licensee's obligations hereunder or their respective associates or associated persons, conflict or compete, or may be seen to conflict or compete, with the Licensee's duties or obligations under the Contract.
- (b) The Licensee shall ensure that each of its associate and associated person, each of its employees, officers, agents and sub-contractors deployed in the performance of the Licensee's obligations hereunder and their respective associates and associated persons shall keep themselves informed and inform the Licensee and keep it informed regularly of all facts which may reasonably be considered to give rise to a situation in which the financial, professional, commercial, personal or other interests of such persons, conflict or compete, or may be seen to conflict or compete, with the Licensee's obligations under this Contract.
- (c) In the Contract -
 - (i) "associate" in relation to any person means:
 - (A) a relative or partner of that person; or
 - (B) a company one or more of whose directors is in common with one or more of the directors of that person;
 - (ii) "associated person" in relation to another person means:
 - (A) any person who has control, directly or indirectly, over the other;
 - (B) any person who is controlled, directly or indirectly, by the other; or
 - (C) any person who is controlled by, or has control over, a person at (A) or (B) above;
 - (iii) "control" in relation to another person means the power of a person to secure:
 - (A) by means of the holding of shares or interests or the possession of voting power in or in relation to that or any other person;
 - (B) by virtue of 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; or
 - (C) by virtue of holding office as a director in that or any other person;that the affairs of the first-mentioned person are conducted in accordance with the wishes of that other person;
 - (iv) "director" means any person occupying the position of a director by whatever name

called and includes a de facto or shadow director;

- (v) “relative” means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent and a step child to be a child of both the natural parents and the step parent.

47. Disclosure of Information

The Licensee hereby irrevocably authorises, consents and agrees that the Government may, whenever it considers appropriate or upon request by any person (written or otherwise) and without any further reference to the Licensee, disclose to any person in such form and manner as the Government Representative considers fit-

- (a) the Advertising Business conducted or to be conducted by the Licensee;
- (b) the Monthly Basic Licence Fee, the Percentage of Monthly Gross Receipts and any other fees, cost and expense payable by the Licensee pursuant to the Contract; and
- (c) the engagement by the Government of the Licensee under the Contract and the name and address of the Licensee and Persons appointed or engaged by the Licensee to assist in the performance of the Contract.

48. Assistance in Legal Proceedings

- (a) If and whenever requested to do so by the Government, the Licensee shall provide to the Government all relevant information, documents (including documentation and statements from staff) and other assistance in connection with any inquiry, investigation, arbitration, tribunal hearings or court proceedings in which the Government may become involved or any internal disciplinary hearing of the Government that arises out of or in connection with the Contract or the Licensee’s presence at the Government’s premises. If requested by the Government Representative, the Licensee shall arrange for relevant staff to give evidence at such inquiries, investigations, arbitrations, hearings or proceedings.
- (b) Where the Licensee or any employees, agents or contractors of the Licensee become aware of an incident, accident or other matter which may give rise to a claim or legal proceedings by a third party against the Government or the Licensee or in respect of the Contract, it shall notify the Government Representative immediately in writing giving full details of such incident, accident or matter as the Government may require.

49. Entire Agreement

- (a) The Contract constitutes the whole agreement between the parties thereto and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. The Contractor acknowledges that in entering into the Contract, it has not relied on any statements, warranties or representations given or made by the Government.
- (b) All of the provisions of the Contract shall remain in full force and effect notwithstanding the completion of the Advertising Business under the Contract (except insofar as those

obligations which have been fully performed).

50. Contracts (Rights of Third Parties) Ordinance

The parties hereby declare that nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract pursuant to the Contracts (Right of Third Parties) Ordinance (Cap. 623).

SCHEDULES

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SCHEDULES

FIRST SCHEDULE

Monthly Licence Fee

Business	Monthly Licence Fee (in Hong Kong Dollars)	
Advertising Business	Monthly Basic Licence Fee	HK\$ _____ (in figures)
	Percentage of Monthly Gross Receipts	_____ % (in figures)

Name of Potential Licensee/
 Authorised Representative*: _____ Date: _____

Signature of Potential Licensee /
 Authorised Representative* : _____
 (with Potential Licensee’s chop, if applicable)

* Delete as appropriate

SCHEDULES

SECOND SCHEDULE

Information of the Potential Licensee

1. The Potential Licensee is required to provide the information required below.

(A) If the Potential Licensee is a Sole Proprietor or an individual proposing to be registered as a sole proprietorship with the Business Registration Office –

(a) Name of Potential Licensee: (in English) _____
(in Chinese) _____

(b) Hong Kong Identity Card Number: _____

(c) Residential Address: _____

(d) Telephone Number: _____

(e) Facsimile Number: _____

(f) Business Registration Certificate Number of the sole proprietor being operated (if any): _____

(g) Expiry Date of Business Registration Certificate (if applicable): _____

(h) Name of Bank and Branch dealing with the business being operated: _____

(i) Address of Branch: _____

(j) Bank Account Number: _____

(k) I submit this Quotation with details as shown above.

(B) If the Potential Licensee is a Firm –

(a) Name of the Firm: (in English) _____
(in Chinese) _____

(b) Address of the Firm: _____

(c) Telephone Number: _____ Facsimile Number: _____

(d) Business Registration Certificate Number of
the business being operated: _____

(e) Expiry Date of Business Registration
Certificate: _____

(f) Name of Bank and Branch dealing with the business being operated:

(g) Address of Branch: _____

(h) Bank Account Number: _____

(i) Name of all Partners in BLOCK letters:

(j) Residential Address(es) of Partners (in above order):

(k) I myself am a partner of the said firm and am duly authorised to bind the said firm and all
its partners by my signature in the name of the firm.

(C) If the Potential Licensee is a Body Corporate –

(a) Name of the Body Corporate: (in English) _____
(in Chinese) _____

If a Subsidiary, Name of Parent (in English) _____
Company: (in Chinese) _____

(b) Address of Registered office: _____

- (c) Telephone Number: _____ Facsimile Number: _____
- (d) Certificate of Incorporation Number of the Company: _____
- (e) Limited or Unlimited Liability: _____
- (f) Year of Establishment: _____
- (g) Business Registration Certificate number of the business being operated: _____
- (h) Expiry Date of Business Registration Certificate: _____
- (i) Name (in BLOCK letters) and Residential Address of the Managing Director: _____
- (j) Name (in BLOCK Letters) and Residential Address of the Company Secretary: _____
- (k) Name of Bank and Branch dealing with the business being operated: _____
- (l) Address of Branch: _____
- (m) Bank Account Number: _____

All Potential Licensee, regardless of their legal status, should provide the information in Parts (D), (E), (F), (G) and (H) below.

(D) Proposed investment –

(E) Proposed number of staff to be employed for the Advertising Business bidding for –

(F) Confirmation required under Clause 34 of the Terms of Quotation –

I/We confirm that none of the events as mentioned in Clause 34(b)(i) to 34(b)(iv) of the Terms of Quotation has ever occurred within the applicable period as mentioned in therein; OR

I/We hereby provide the details as required in any of Clause 34(b)(i) to 34(b)(iv) where applicable.

(G) Details or any proposed sub-contracting arrangements for the Contract (including those which will be entered into after the Contract is awarded) –

(H) Other information –

2. In the event of any queries relating to my/our offer, please contact:

Name: _____ Telephone Number: _____

Name(s) and address(es) of Potential Licensee and Authorised Representative signing this document:

Telephone Number: _____

Signature of Potential Licensee
or Authorised Representative*

(with Potential Licensee's chop, if applicable)

Dated this _____ day of _____

* Delete as appropriate.

Notes:

- (i) All the particulars required above shall be accurately completed and the supply of any untruthful particulars or wilful omission may lead to rejection of this quotation.
- (ii) Any alternatives, which are not applicable, should be struck out.
- (iii) The Potential Licensee is required to read carefully each and every part of the Quotation Documents.
- (iv) The information provided will be used solely for processing of this quotation exercise.

SCHEDULES

THIRD SCHEDULE

Form of Security Deposit Election

A Potential Licensee is required to provide the information required below –

I / We select to furnish the Security Deposit by *cash, cheque or cashier’s order / bank guarantee.

Signature of Potential Licensee
or Authorised Representative*

_____ (with Potential Licensee’s chop, if applicable)

Dated this _____ day of _____

* Delete as appropriate.

SCHEDULES

FOURTH SCHEDULE

The Non-collusive Quotation Certificate

To: the Government

Dear Sir/ Madam,

The Non-collusive Quotation Certificate

1. I/We (name of the Potential Licensee) _____ of
(address of the Potential Licensee) _____
refer to the Government’s invitation to quotation for the Contract (“Invitation to Quotation”) and my/our
Quotation in response to the Invitation to Quotation.

Non-collusion

2. I/We represent and warrant that in relation to the Invitation to Quotation:

- (a) My/Our Quotation was prepared genuinely, independently and made with the intention to accept the Contract if awarded;
- (b) My/Our Quotation was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Potential Licensee or competitor) regarding:
 - i) prices;
 - ii) methods, factors or formulas used to calculate prices;
 - iii) an intention or decision to submit, or not submit, any Quotation;
 - iv) an intention or decision to withdraw any Quotation;
 - v) the submission of any Quotation that does not conform with the requirements of the Invitation to Quotation;
 - vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation to Quotation relates; and
 - vii) the terms of my/our Quotation,

and I/we undertake that I/we will not, whether before or after the award of the Contract, enter into or engage in any of the foregoing.

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;
 - (b) a joint venture partner with which I/we have submitted my/our Quotation, and such joint venture arrangement has already been notified to the Government in my/our Quotation;
 - (c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
 - (d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our Quotation;
 - (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
 - (f) banks for the purpose of obtaining financing for the Contract, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
 - (g) any person other than the Government, provided that the Government has given prior written consent.

Disclosure of subcontracting

4. Without prejudice to other requirements set out in the Quotation Documents concerning subcontracting arrangement, in particular, the requirement to seek the Government's prior written approval before subcontracting, I/We understand that I/we are required to disclose all proposed subcontracting arrangements for the Contract to the Government in my/our Quotation, including those which will be entered into after the Contract is awarded. I/We warrant that I/we have duly disclosed and will continue to disclose such arrangements to the Government.

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in Clause 7(a) of the Terms of Quotation, the Government may exercise any of the rights under Clause 7(c) to 7(e) of the Terms of Quotation in addition to and without prejudice to any other rights or remedies available to it against me/us.
6. Under the Competition Ordinance (Cap. 619), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the "Commission") and provide the Commission with any relevant information, including but not limited to information on my/our Quotation and my/our personal information.

Signed by the Potential Licensee / Signed by
an authorised signatory for and on behalf of :
the Potential Licensee

Name of the authorised signatory (where :
applicable)

Title of the authorised signatory (where :
applicable)

Date :

SCHEDULES

FIFTH SCHEDULE

**Form of Bank Guarantee
for the Performance of a Contract**

THIS GUARANTEE is made on the day of202.....

By..... of

....., a bank within the meaning of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) (hereinafter called the "Guarantor")

In favour of

The Government of the Hong Kong Special Administrative Region (hereinafter called the "Government") of the other part.

WHEREAS

(A) By a contract (hereinafter called the "Contract") dated the [Day].....of [Month]..... 202..... made between <<Contractor Name>>..... of <<Contractor Address>>..... (hereinafter called the "Contractor") of the one part and the Government of the other part (designated as Quotation Ref.: LC/LS/Q/ADV/HKS/HKS/2023, the Contractor agreed and undertook to advertising business at Hong Kong Stadium of LCSD upon the terms and conditions of the Contract.

(B) The Guarantor has agreed to guarantee in the manner and on the terms and conditions hereinafter appearing, the due and faithful performance of the Contract by the Contractor.

Now this Guarantee executed as a deed witnesses as follows:

(1) Where applicable, words and expressions used in this Guarantee shall have the meaning assigned to them under the Contract.

(2) In consideration of the Government's acceptance of the bank named herein as the Guarantor under this Guarantee:

- (a) The Guarantor hereby irrevocably and unconditionally guarantees, as a continuing obligation, the due and punctual performance and discharge by the Contractor of all of his, her and their obligations and liabilities under the Contract and the Guarantor shall pay to the Government on demand and without cavil or argument all monies and discharge all liabilities which are now or at any time hereafter shall become due or owing by the Contractor to or in favour of the Government under or in connection with the Contract together with all costs, charges and expenses on a full indemnity basis which may be incurred by the Government by reason or in consequence of any default on the part of the Contractor in performing or observing any of the obligations, terms, conditions, stipulations

or provisions of the Contract, notwithstanding any dispute between the Contractor and the Government or any other person.

- (b) The Guarantor, as a primary obligor and as a separate, continuing and independent obligation and liability from its obligations and liabilities under sub-clause (a) above, irrevocably and unconditionally agrees to indemnify and keep indemnified the Government against and shall pay to the Government on demand and without cavil or argument all losses, damages, costs, charges and expenses on a full indemnity basis suffered or incurred by the Government arising from or in connection with the failure of the Contractor to perform fully or promptly any of his, her or their obligations, terms or conditions, stipulations or provisions of the Contract.
- (c) The Government may place and keep any monies received by virtue of this Guarantee (whether before or after the insolvency or liquidation of the Guarantor or the Contractor) to the credit of a suspense account for so long as the Government may think fit in order to preserve the rights of the Government to sue or prove for the whole amount of its claims against the Guarantor, the Contractor or any other person.

(3) This Guarantee shall not be affected by any change of name or status in the company, firm or individual described as "the Contractor" or where "the Contractor" is a partnership, any change in the partners or in its constitution or where "the Contractor" is a company, any change of its member or shareholder or its officers or its constitution.

(4) The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Government and the Contractor or by any alteration in the obligations imposed upon the Contractor by the Contract or by any waiver or forbearance granted by the Government to the Contractor as to payment, time, performance or otherwise whether or not such arrangement, alteration, waiver or forbearance may have been or is made or granted with or without knowledge or assent of the Guarantor.

(5) Without prejudice to Clause 4 above, the obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be amended or affected or discharged in any way by, and the Guarantor hereby waives notice of or assents to:

- (a) any suspension, termination, amendment, variation, novation or supplement of or to the Contract from time to time (including without limitation extension of time for performance);
- (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- (c) the termination of the Contract or of the engagement of the Contractor under the Contract for any reason;
- (d) any forbearance, variation, extension, discharge, compromise, dealing with exchange, waiver or renewal in respect of any right of action or remedy that the Government may have, now or after the day of this Guarantee, against the Contractor and/or the negligence, failure, omission, indulgence or delay by the Government in enforcing any right, power, privilege to or remedy available to the Government in relation to the obligations of the Contractor set out in the Contract;

- (e) the voluntary or involuntary liquidation, bankruptcy, dissolution, sale of assets, receivership, general assignment for benefit of creditors, insolvency, reorganisation arrangement, composition, or other proceedings of or affecting the Contractor or its assets, or any change in the constitution of the Contractor;
 - (f) any assignment, novation or sub-contracting by the Contractor of any or all of its obligations set out in the Contract;
 - (g) without prejudice to the generality of the foregoing, any fact or event (whether similar to any of the foregoing or not) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defence to the Guarantor, other than the express release of its obligations.
- (6) This Guarantee shall extend to any variation, novation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Government and the Contractor and for the avoidance of doubt, the Guarantor hereby authorises the Government and the Contractor to make any such amendment, variation, novation or supplemental agreement without its notice or assent.
- (7) This Guarantee shall have immediate effect on the same date as the Contract and is a continuing security. This Guarantee shall cover all of the obligations and liabilities of the Contractor under the Contract and shall remain in full force and effect and irrevocable until:
- (a) the end of three (3) months from the date of early termination or expiry of the Contract Period; or
 - (b) if at the time of expiry or early termination of the Contract Period, there is any outstanding right or claim of the Government, or any outstanding obligation or liability of the Contractor, whether under or arising from or in relation to the Contract, the date on which all such rights and obligations, and claims and liabilities have actually been carried out, completed and discharged (as confirmed by the Government in writing), whichever is applicable.
- (8) This Guarantee is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, pledge, bill, note, charge or any other security which the Government may at any time hold (collectively "Other Security") and this Guarantee may be enforced by the Government without first having recourse to any of the Other Security or taking any steps or proceedings against the Contractor, and notwithstanding any release, waiver or invalidity of the Other Security.
- (9) Any demand, notification or certificate given by the Government specifying amounts due and payable under or in connection with any of the provisions of this Guarantee shall be conclusive and binding on the Guarantor.
- (10) The obligations expressed to be undertaken by the Guarantor under this Guarantee are those of primary obligor and not as a surety.
- (11) This Guarantee shall be governed by and construed according to the laws for the time being in force in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the Guarantor agrees to submit to the exclusive jurisdiction of the courts of Hong Kong.
- (12) All documents arising out of or in connection with this Guarantee shall be served:

(a) upon the Government, at the Leisure and Cultural Services Department of 1-3, Pai Tau Street, Sha Tin, New Territories, Hong Kong, marked for the attention of Director of Leisure and Cultural Services facsimile number (852) 2603 0235;

(b) upon the Guarantor, at _____, Hong Kong, marked for the attention of _____, facsimile number _____.

(13) Documents to be served under this Guarantee shall be deemed to have been duly served by one party if sent by letter or fax addressed to the other party at the address stated above or to the facsimile number set out above. The documents so served shall be effective (a) on the date of delivery if hand-delivered; (b) on the date of transmission if sent by facsimile; and (c) if despatched by mail (whether registered or not), on the day on which they are tendered for delivery by the postal authority in Hong Kong.

(14) The aggregate amount of the Guarantor’s liability under this Guarantee shall not exceed _____.

(15) The Guarantee may only be amended by an instrument in writing signed by the Guarantor and the Government as represented by the Government Representative.

IN WITNESS whereof this Guarantee was executed as a deed and the said Guarantor has caused its Common Seal/Seal to be hereunto affixed the day and year first above written.

* The [Common Seal/Seal*] of the said)
Guarantor was hereunto affixed and)
signed by)
.....)
[Name & Title])
duly authorised by its board of)
directors in the presence of:)
Name of witness:
Title of witness:
Signature of witness:

@ Signed Sealed and Delivered)
for and on behalf of and as)
lawful attorney of the Guarantor)
under power of attorney dated)
..... and deed of delegation)
dated)
by)
[Name & Title])
and in the presence of)

Name of witness:
Title of Witness:
Signature of witness:

* Please delete as appropriate

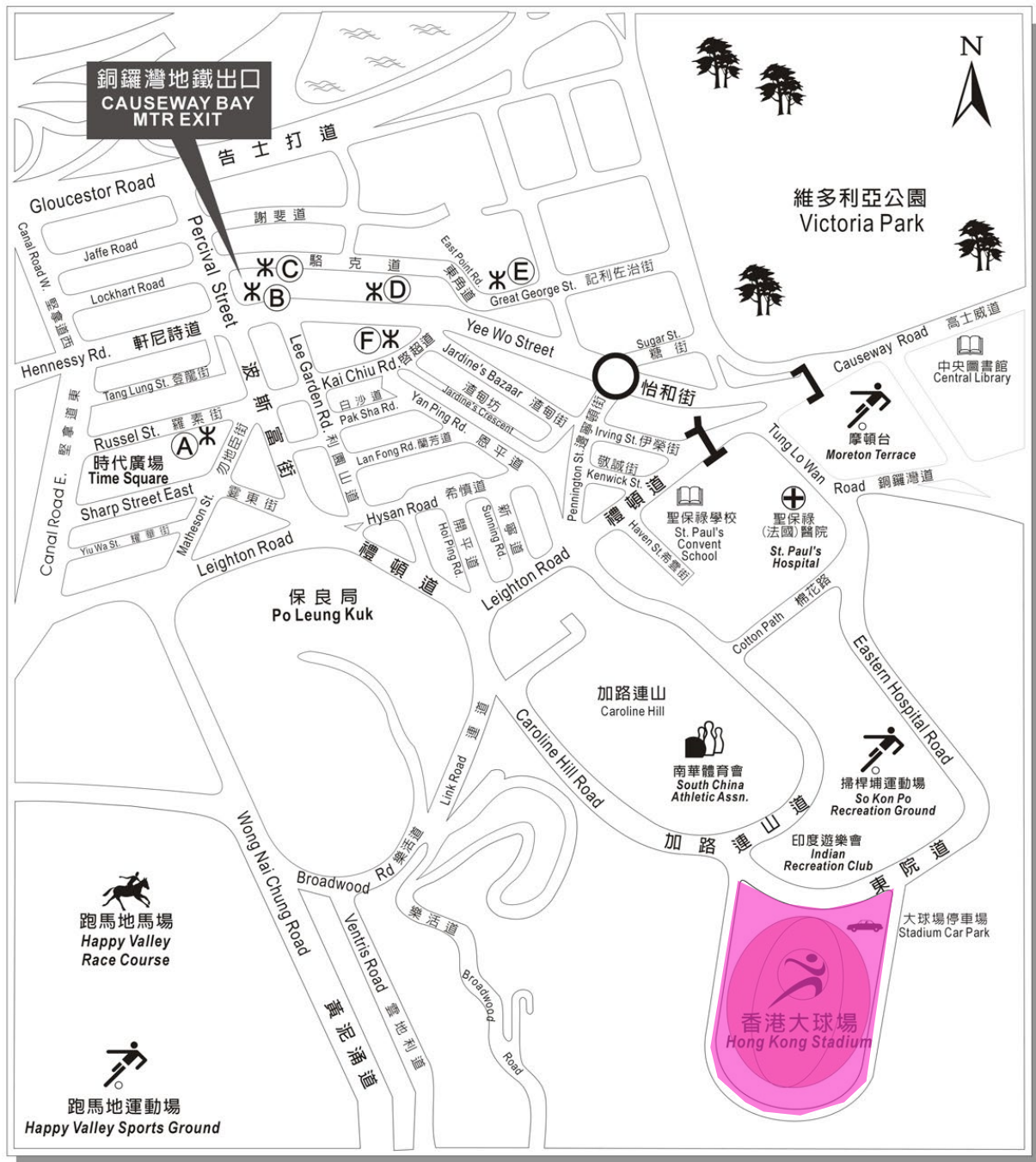
@ See Powers of Attorney Ordinance (Chapter 31 of the Laws of Hong Kong)

Note: When bank guarantees are executed under power of attorney, a photocopy of the power of attorney, certified on each page by a Hong Kong solicitor that it is a true and complete copy of the original must be submitted.

ANNEXES

ANNEX A

Location Plan of Hong Kong Stadium
(as delineated and shown coloured pink)

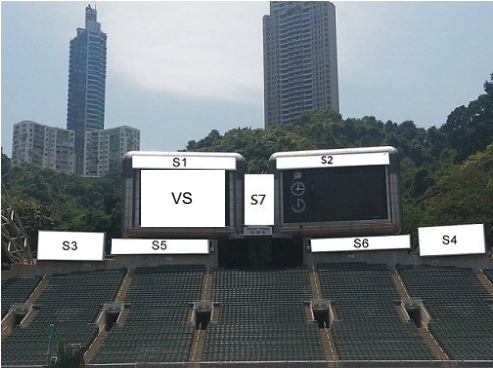
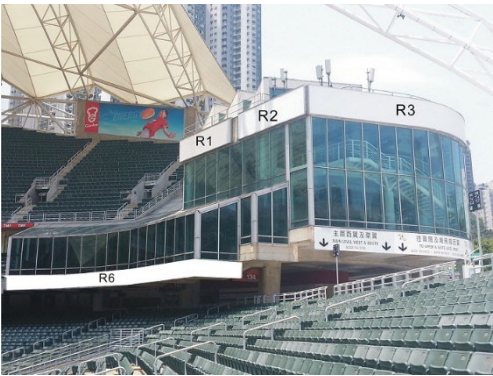



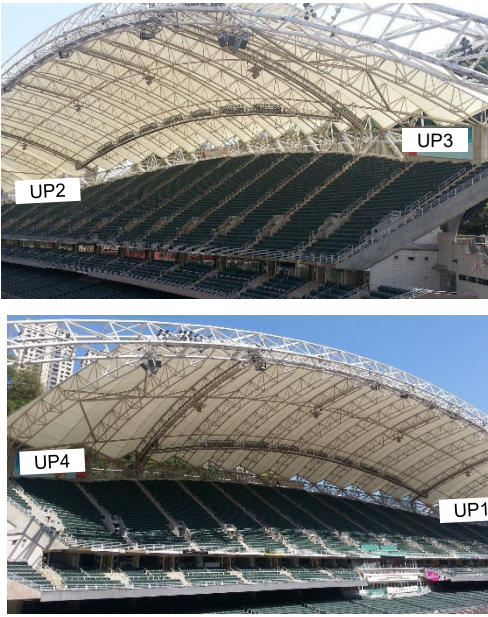
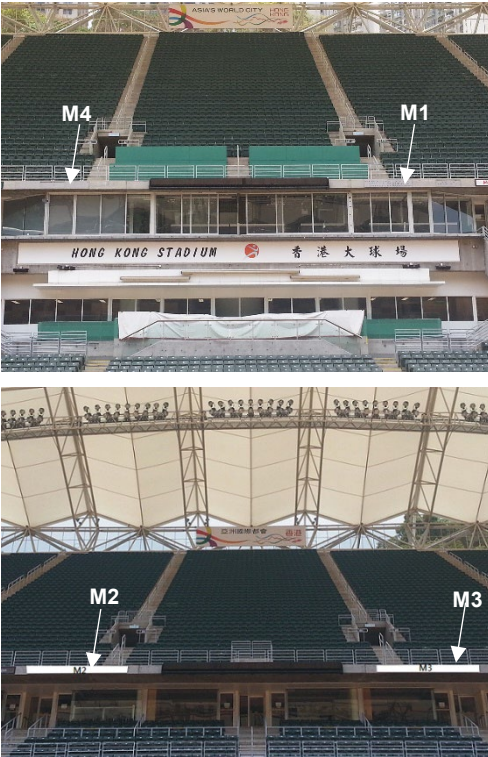
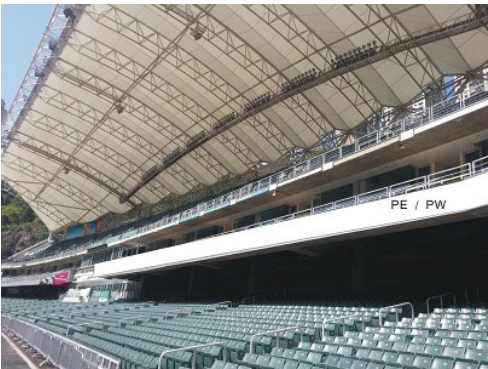
(Not to scale)


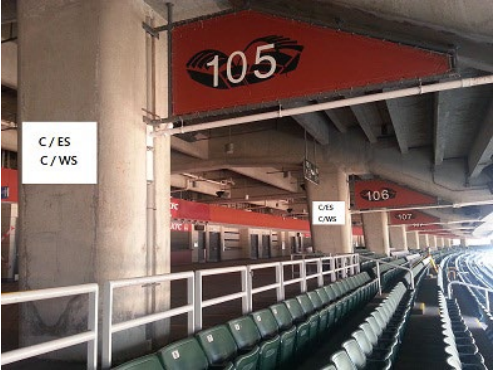


ANNEXES

ANNEX B

**Photos of the Advertising Spaces and Air-Time available
at Hong Kong Stadium**

	Site No.	Location of Advertising Spaces & Air-Time available	Approximate Size	No. of Spaces
	VS	Video Screen	Air-time available during Events generally starting <u>60</u> minutes before the commencement of an Event and <u>15</u> minutes during intermissions, subject to types of Event and/or pre-bookings arrangement, etc.	
	S1-2	Lightbox above Video Screen & Scoreboard	14m x 2m	2
	S3-4	Lightbox beside Video Screen & Scoreboard	9m x 4m	2
	S5-6	Lightbox below Video Screen & Scoreboard	14m x 2m	2
	S7*	Lightbox between Video Screen & Scoreboard	3m x 8m	1
	R1-2	Signage above Restaurant (Southern Elevation)	7m x 2m	1
			7m x 2m	1
	R3	Signage above Restaurant (Northern Elevation)	43m x 2m (incl. a section of 4m x 4m)	1
	R6	Signage below Restaurant	20m x 1.4m	1
	CL	Concourse Lightboxes	45-476cm x 55cm	36

	Site No.	Location of Advertising Spaces & Air-Time available	Approximate Size	No. of Spaces
	UP1-4	Upper Level Corners	Approx. 15m x 5m	4
	M1-4	Beside side Scoreboard	5m x 0.38m	4
	PE1-18 PW1-16	Parapet Wall	7m x 1m	34

	Site No.	Location of Advertising Spaces & Air-Time available	Approximate Size	No. of Spaces
	CE&CW	Concrete Columns at Main Level	Front face 55x120cm	30
	C/ES & C/WS		Side face 75x120cm	30 x 2 sides
	EE/EW	Top Portion of Turnstile Entrance Gates	2m x 50cm	27 x 2 sides
	DE/DW	Display Panel at Top of EXIT Signs at Upper Levels	1.9m x 0.45m	28

** Lightbox Site No. S7 : Only to be hired out on an event-by-event basis with prior approval obtained from the Government Representative.*

ANNEXES**ANNEX C****List of Possible Events requiring Suspension of Displaying
Advertisement and Commercial Signages**

Name of Events / Host Organisations involved	Events	Number of Days ^{Note}
Olympic Games 2024	Qualifier Events	depending on the sports type
Asian Games 2022 (Postponed to 2023)	Qualifier Events	depending on the sports type
East Asian Youth Games 2023 (former is East Asian Games)	Qualifier Events	depending on the sports type
The Fédération Internationale de Football Association (FIFA) World Cup Football Events / Asian Football Confederations (AFC) Asian Cup Football Events, AFC Cup, AFC Champions League Events	Home venue events starting from Preliminary Round Stage, Group Stage to Finals	10 (for each match day)
Hong Kong Sevens 2024 / World Rugby Events / Asia Rugby Events	Rugby Tournaments	21 (from end March to early April)

Note:

The number of days of suspension of the year will cover the period from the date on which the Stadium is delivered to a hirer for decorating the Stadium before the Event and to the clearance of the Stadium by the hirer after the Event.

ANNEXES**ANNEX D****List of the Past Events which Necessitated Suspension of Displaying
Advertisement and Commercial Signages at
Hong Kong Stadium from March 2012 to November 2022**

Name of Event Organiser	Name of Event	Date
Hong Kong Rugby Union	# Hong Kong Sevens 2012	23 to 25 March 2012
Hong Kong Rugby Union	# Hong Kong Sevens 2013	22 to 24 March 2013
Hong Kong Football Association	# 2015 AFC Asian Cup 2015 Qualifiers: Hong Kong vs United Arab Emirates	15 October 2013
Hong Kong Football Association	# 2015 AFC Asian Cup 2015 Qualifiers: Hong Kong vs Uzbekistan	19 November 2013
Hong Kong Football Association	# AFC Cup 2014 (Group G): South China (HKG) vs XM Vissai Ninh Binh (VIE)	26 February 2014
Hong Kong Rugby Union	# Hong Kong Sevens 2014	28 to 30 March 2014
Hong Kong Rugby Union	# Olympic Rugby Sevens Qualifier Tournament	7-8 November 2015
Hong Kong Rugby Union	# Hong Kong Sevens 2015	27 to 29 March 2015
Hong Kong Rugby Union	# Hong Kong Sevens 2016	8 to 10 April 2016
Hong Kong Football Association	# AFC Champions League 2017-Preliminary Stage 2: Kitchee (HKG) vs Hanoi FC (VIE)	25 January 2017
Hong Kong Rugby Union	# Hong Kong Sevens 2017	7 to 9 April 2017
Hong Kong Football Association	# AFC Asian Cup Qualifier: Hong Kong vs DPR Korea	13 June 2017
Hong Kong Football Association	# 2019 AFC Asian Cup Qualifier: Hong Kong vs Malaysia	10 October 2017
Hong Kong Football Association	# 2019 AFC Asian Cup Qualifier: Hong Kong vs Lebanon	14 November 2017
Hong Kong Football Association	AFC Champions League 2018 – Kitchee (HKG) vs Jeonbuk Hyundai Motors (KOR)	20 February 2018
Hong Kong Football Association	AFC Champions League 2018 – Kitchee (HKG) vs Kashiwa Reysol (JPN)	14 March 2018
Hong Kong Rugby Union	# Hong Kong Sevens 2018	6 to 8 April 2018

Name of Event Organiser	Name of Event	Date
Union		
Hong Kong Rugby Union	# Hong Kong Sevens 2019	5 to 7 April 2019
Hong Kong Football Association	# FIFA World Cup Qatar 2022 Qualifiers: Hong Kong vs IR Iran	10 September 2019
Hong Kong Football Association	# FIFA World Cup Qatar 2022 Qualifiers: Hong Kong vs Bahrain	14 November 2019
Hong Kong Football Association	# FIFA World Cup Qatar 2022 Qualifiers: Hong Kong vs Cambodia	19 November 2019
Hong Kong Football Association	# AFC Cup 2021 (Group J) Eastern Long Lions (HKG) vs Lee Man (HKG) Athletic 220 FC (MNG) vs Eastern Long Lions (HKG) Eastern Long Lions vs Tainan City FC (TPE)	23, 26 & 29 June 2021
Hong Kong Rugby Union	# Hong Kong Sevens 2022	4 to 6 November 2022

Although the advertisement business was not suspended in the past events, suspension of displaying advertisement and commercial signages may be required in the events of the similar nature, scale and series.

ARTICLES OF AGREEMENT

THESE ARTICLES OF AGREEMENT are made the _____ day of _____ 20____ BETWEEN THE ASSISTANT DIRECTOR (LEISURE SERVICES)2 OF LEISURE AND CULTURAL SERVICES DEPARTMENT whose office is situated at the Leisure and Cultural Services Headquarters, 1-3 Pai Tau Street, Sha Tin, New Territories acting for and on behalf of THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION OF THE PEOPLE’S REPUBLIC OF CHINA (hereinafter referred to as “**Government**”) of the one part,

AND _____

(hereinafter referred to as “Licensee”) of the other part.

WHEREAS:

- (A) By an Invitation to Quotation (Quotation Ref.: LC/LS/Q/ADV/HKS/HKS/2023), the Government has invited quotations for the grant of a licence to conduct the Advertising Business in Hong Kong Stadium.
- (B) The Licensee’s quotation for the Contract was accepted in principle by the Government by a notification of Conditional Acceptance of Quotation to the Licensee pursuant to Clause 15(b) of the Terms of Quotation.
- (C) The Licensee has apparently fulfilled all conditions specified in the notification of Conditional Acceptance of Quotation.
- (D) Pursuant to Clause 15(c) of the Terms of Quotation, the parties hereto enter into these Articles of Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. All terms and expressions defined in the Quotation Documents published by the Government in connection with the Invitation to Quotation have the same meanings when used herein (including the recitals).
2. The Contract between the Government and the Licensee is hereby constituted and shall comprise the following documents:
 - (i) Articles of Agreement
 - (ii) Quotation Form
 - (iii) Interpretation
 - (iv) Terms of Quotation
 - (v) Conditions of Contract
 - (vi) First to Fifth Schedules (in their original form as found in the Quotation Documents and in the form as submitted by the Licensee as part of its quotation subject to any modifications as the parties may agree or as the Government may stipulate in exercise of its powers under the Quotation Documents)
 - (vii) Annexes A to D

ARTICLES OF AGREEMENT

- 3. The commencement date of the Licence Period shall be: _____. The Contract shall only come into effect upon commencement of the Licence Period notwithstanding that these Articles of Agreement may be signed and dated earlier than the aforesaid commencement date.
- 4. For the purpose of Clause 36 of the Conditions of Contract, the postal address and facsimile number of each party are as follows:

Government:

Postal Address: _____

Facsimile Number: _____

Attention (Post Title): _____

Licensee:

Name of the Licensee: _____

Postal Address: _____

Facsimile Number: _____

Attention (Post Title): _____

IN WITNESS whereof the parties hereto have entered into these Articles of Agreement on the day and year first above written.

SIGNED BY LICENSEE /)
 AUTHORISED REPRESENTATIVE for and)
 on behalf of THE LICENSEE) _____

Name of the LICENSEE / Authorised Representative: _____
 (with Licensee’s shop, if applicable)

Title of the LICENSEE / Authorised Representative: _____

In the presence of:
 Name of witness: _____

Title of witness: _____

Signature of witness: _____

ARTICLES OF AGREEMENT

SIGNED BY THE ASSISTANT DIRECTOR)
(LEISURE SERVICES)2 OF LEISURE AND)
CULTURAL SERVICES DEPARTMENT for and on)
behalf of **THE GOVERNMENT OF THE HONG**
KONG SPECIAL ADMINISTRATIVE REGION

Name

In the presence of:
Name of witness:

Title of witness:

Signature of witness:

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**Checklist for Potential Licensees for Revenue Contracts
for the Grant of a Licence to Conduct the Advertising Business at Hong Kong Stadium
before Submission of Quotations**

(The checklist serves to assist you in completing the quotation documents. Please complete as appropriate.)

◆ Completion of Part II of Quotation Form - “Offer to be Bound” **Pls tick if completed**

1. Have you completed Part II of the Quotation Form - “Offer to be Bound” with all the required information (i.e. name of potential licensee, address, name of authorised representative (if applicable), etc.)?
2. Have you/your authorised representative **signed on Part II of the Quotation Form?**

◆ Completion of First Schedule

3. Have you completed the First Schedule of the Quotation Documents with all the required information (i.e. the monthly licence fee you offered, name of potential licensee/authorised representative (if applicable), etc.).
4. Have you/your authorised representative **signed on the First Schedule?**

◆ Completion of the Second Schedule

*If you submit the quotation in the capacity of **a sole proprietor** –*

5. Have you crossed out Paragraphs 1(B) and 1(C) of the Second Schedule?
6. Have you filled in the required information in Paragraph 1(A) (i.e. your name, ID no. address, telephone number, length of years in operating the business, business registration certificate no., bank account no., etc.).

*If you submit the quotation in the capacity of **a firm** –*

7. Have you crossed out Paragraphs 1(A) and 1(C) of the Second Schedule?
8. Have you filled in the required information in Paragraph 1(B) (i.e. name of the firm, address of the firm, telephone number, length of experience in operating the business, business registration certificate no., name and address of partners, bank account no., etc.)?
9. If you are an authorised representative of your firm/partners, have you attached documentary proof showing that you have been authorised by the firm/partners to act on its behalf as per Paragraph 1(B)(k) of the Second Schedule?

If you submit the quotation in the capacity of a body corporate –

10. Have you crossed out Paragraphs 1(A) and 1(B) of the Second Schedule?
11. Have you filled in the required information in Paragraph 1(C) (i.e. name of body corporate/parent company, address of registered office, telephone number, certificate of incorporation no., business registration certificate no., name and address of the managing director and company secretary, bank account no., etc.)?
12. If you are an authorised representative of your body corporate, have you attached a copy of the relevant document (e.g. board resolutions of the Potential Licensee) showing that you are authorised to act on behalf of the statutory body as per Clause 4(b) of Terms of Quotation?
13. Have you/your authorised representative **signed on Paragraph 2 of the Second Schedule**?

◆ **Completion of the Third Schedule**

14. Have you/your authorised representative selected and then **signed the Form of Security Deposit Election**?

◆ **Completion of the Forth Schedule**

15. Have you/your authorised representative **signed the Non-collusive Quotation Certificate**?

◆ **Final Check**

16. Have you initialed against any marked amendments on the Quotation Documents to be submitted?
17. Have you/your authorised representative **signed** on all required documents in particular:
- (a) Part II of the Quotation Form - “Offer to be Bound”
- (b) The First Schedule
- (c) The Second Schedule
- (d) The Third Schedule
- (e) The Fourth Schedule