

**Terms and Conditions for “M” Mark Events**  
(for events without funding support)

[Name of Event] (the Event)  
[Name of Applicant Organisation] (the Grantee)

**Part I. Terms and Conditions**

**A. Acknowledgement of support**

(1) (i) Acknowledgement of support given by the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”) and the Major Sports Events Committee (hereinafter referred to as “the Committee”) -

- in writing: (a) for press releases<sup>note</sup>; (b) programme booklets and other relevant publications **“Recognised as an “M” Mark event without funding support by the Major Sports Events Committee / 獲大型體育活動事務委員會認可為“M”品牌活動”**; and (c) on backdrops, banners and other publicity materials - **“Recognised / Supported by the Major Sports Events Committee / 大型體育活動事務委員會認可/支持”**; AND
- in the form of logos: (a) the Brand Hong Kong (“**BrandHK**”) signature; (b) the **“M” Mark** brand; and (c) the **Committee** logo, should appear as appropriate on all publicity materials for this “M” Mark event including, but not limited to, printed materials, posters, backdrops, A-boards, press release, programme booklets, TV commercials, websites, banners, advertisements, prizes and souvenirs.

<sup>Note</sup>: The following paragraph in the press releases of the Event –  
**The (event name) is proud of being an “M” Mark event that helps enhance the image of Hong Kong as Asia’s sports event capital. The “M” Mark awarded by the Major Sports Events Committee, symbolising intense, spectacular and signature event in the territory sports calendar.**

- (ii) The **BrandHK** signature, **“M” Mark** brand and **Committee** logo should be prominently featured and set apart from sponsors’ logos and should be no smaller or less prominent than those logos of the Grantee and any other sponsor.
- (iii) The **BrandHK** signature, **“M” Mark** brand and **Committee** logo shall also be prominently displayed at the venues of the Event and

other related locations in form of banners and/or A-boards at the Grantee's own cost.

- (2) The Grantee should seek prior written consent from the **BrandHK** Management Unit of the Information Services Department for the presentation of the **BrandHK** signature for the Event. The Grantee should comply with all requirements and guidelines set out in the brand manual accessible at <http://www.brandhk.gov.hk/en/#/en/about/guidelines.html>.
- (3) The Grantee should reserve a total of three pages in the programme booklet, if any, for “**M**” **Mark** advertisements and for messages from the Secretary for Home Affairs and the Chairman of the Committee.
- (4) The Committee's consent to the presentation of the “**M**” **Mark** logo and **Committee** logo should be sought in advance.
- (5) Individual(s)/commercial organisations' donations should only be appropriately acknowledged and should not misrepresent the billing of the Event. The Grantee should seek endorsement from the Committee before committing to any sponsorship / donation; and this should not jeopardise the image of the Government / Committee or the Event.
- (6) Sponsorship from tobacco companies will not be permitted in this “**M**” **Mark** event.
- (7) Sponsorship from liquor companies will not be permitted for programmes organised for young people under the age of 18.
- (8) The Grantee should distribute “**M**” **Mark** related promotional materials and souvenirs to target participants of the Event when required by the Secretariat of the Committee.
- (9) The Grantee is required to invite Committee members or any other dignitaries as suggested by the committee for ceremonial functions of the Event.
- (10) The Grantee is required to reserve a reasonable number of tickets for public sales and a separate reasonable number of tickets for people with less privileged backgrounds.
- (11) The Grantee should provide to the committee quality photos and footage of the Event for publicity purpose and to allow the committee's representative(s) to take photos and footage of the Event when necessary.

## **B. Evaluation, Monitoring & Auditing of the Event**

- (1) An evaluation report on the Event should be forwarded to the Committee Secretariat within *four months* of the completion of the Event.
- (2) The Grantee should provide the Committee Secretariat with at least *4 copies* each of all publications and promotional materials related to the Event in advance for audit purposes.
- (3) The Event is subject to checking (including on-site inspection) by the Committee and/or the Secretariat against the terms and conditions agreed and the items reported in the evaluation report. Any violation will be subjected to penalty.

## **C. Safety and Insurance**

- (1) The Grantee should ensure the safety of players / participants / officials / spectators of the Event. The Grantee should effect and keep in force a public liability policy of insurance exclusively for this Agreement in the joint names of the Government, the Committee and the Grantee for all the activities in the insured sum of not less than HK\$6.5 million for the occurrence of any single accident and an unlimited amount or in any other insured sum to be directed by the Government with a reputable insurance company authorised under the Insurance Companies Ordinance, Cap. 41.

The insurance policy should cover liability to pay damages and compensation for injury to or death of any person and for loss of or damage to any property where such injury, death, loss or damage is caused by or arises out of any act, omission or negligence of the Government, the Committee and the Grantee or any of their employees or agents. The Grantee should ensure that any public liability should be adequately covered by the policy of insurance. The Grantee should bear all responsibility for any claim in relation to the Event.

- (2) The Grantee should inform the Committee by phone *within 12 hours* of any accident, followed by a written report *within three days*.  
(Contact Person: ALSMI/LCSD at Phone No.: XXXX(office) / XXXX(mobile phone); Fax No.: XXXX)

## **D. Conflict of Interest**

- (1) The Grantee should advise its members or employees or agents to avoid any conflict of their private interest, whether past, present or future, with their official duties in the Grantee and declare any such conflict to the Grantee which should report the same promptly to the Committee Secretariat. Potential conflict of interest, if any, should be declared in Part II of this

agreement.

- (2) The Grantee agrees to allow the Commissioner of the Independent Commission Against Corruption (ICAC) or its authorised representatives to examine the management and control procedures of the Grantee and agrees to follow and act upon any corruption prevention advice rendered by the ICAC.

**E. Laws and Ordinances**

The Grantee is advised to observe all the laws and ordinances of the Government of the Hong Kong Special Administrative Region, for example, the Prevention of Bribery Ordinance and the Personal Data (Privacy) Ordinance.

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**Part II. Articles of Agreement**

To: Major Sports Events Committee Secretariat,

It is agreed that the [Name of Applicant Organisation] will stage the [Name of Event] as stated in the proposal and application documents submitted to the Committee Secretariat during the application process. In addition, [Name of Applicant Organisation] should act in accordance with the Terms and Conditions listed in **Part I** above.

**Declaration of interest:**

Any perceived potential conflict of interest especially with event co-organisers or appointed agents (e.g. on out sourcing arrangements and procurement etc.) should be declared:

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President / Chairman  
signed for and on behalf of  
[Name of Applicant Organisation] : \_\_\_\_\_  
(Signature)



Name : \_\_\_\_\_  
:  
Date \_\_\_\_\_