

Terms and Conditions for “M” Mark Events
(Applicable to 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) (a) 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 MSEC”) -

- (i) in the form of writing

for press releases:

“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.”

「 (活動名稱) 很高興成為一項「M」品牌認可活動，協助提升香港作為亞洲體育盛事之都的形象。獲大型體育事務委員會頒發的「M」品牌，標誌著緊張、精彩、刺激的大型體育活動。」

for programme booklets and other relevant publications:

“Recognised as an “M” Mark event 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」

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

- (ii) in the form of logos

The “M” Mark brand, the MSEC logo and the Brand Hong Kong (“BrandHK”) logo, shall appear in 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, event websites, banners and advertisements.

- (iii) The “M” Mark brand and the MSEC logo shall be prominently featured and set apart from sponsors’ logos.
 - (iv) The Grantee shall ensure that the “M” Mark brand, the MSEC logo, the BrandHK logo as well as any other logos and slogans that shall be prominently featured at the venue of the Event as approved by the Government.
 - (v) Shall the Grantee receive other Government support or sponsorships, the entitlement of the Government under those sponsorships shall be listed out separately. Details of the corresponding arrangement on how other Government sponsorship and “M” Mark or MSEC shall be treated, shall be discussed among the Secretariat, the Information Services Department and the applicants; and the Government’s prior agreement shall be obtained on the final arrangement.
- (2) The Grantee shall seek prior approval from the BrandHK Management Unit of the Information Services Department for the presentation of the BrandHK signature for the Event. The Grantee shall comply with all requirements and guidelines set out in the brand manual accessible at <https://www.brandhk.gov.hk/html/en/BrandHongKong/BrandGuidelines.html>.
 - (3) The Grantee shall reserve a total of three pages in the programme booklet, if any, for “M” Mark advertisements and messages from the Secretary for Home Affairs and the Chairman of the MSEC.
 - (4) All items featuring the “M” Mark brand and MSEC logo shall be submitted to the MSEC Secretariat for approval prior to production.
 - (5) Individual(s) or commercial organisation(s)’ donations shall only be appropriately acknowledged and shall not misrepresent the billing of the Event. The Grantee shall seek endorsement from the MSEC before committing to any sponsorship or donation; and this shall not jeopardise the image of the Government, the MSEC or the Event.
 - (6) Sponsorship from tobacco companies is not permitted for the Event.
 - (7) Sponsorship from liquor companies will not be permitted for programmes organised for young people under the age of 18.
 - (8) The Grantee shall distribute “M” Mark related promotional materials to target participants of the Event, and allow the display of exhibition boards or photo booth at the Event venue as and when required by the Secretariat of the MSEC.
 - (9) The Grantee is required to invite MSEC members or any other dignitaries as suggested by the MSEC for ceremonial functions of the Event, and to attend the Event as one of the VIP guests.

- (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 shall provide to the MSEC quality photos and footage of the Event for publicity related to the promotion of “M” Mark System and to allow the MSEC’s representative(s) to take photos and footage of the Event when necessary.

B. Monitoring and Evaluation of the Event

- (1) The Grantee shall return the signed Agreement (i.e. Part II – Articles of Agreement of these Terms and Conditions) to the MSEC Secretariat.
- (2) The Grantee shall submit an evaluation report on the Event to the MSEC Secretariat *within six months* of the completion of the Event.
- (3) The Grantee shall provide the MSEC Secretariat with *at least four copies* each of all publications and promotional materials related to the Event in advance for reference.
- (4) The Event is subject to checking (including on-site inspection) by HAB and the MSEC Secretariat against the Terms and Conditions agreed and the items reported in the evaluation report.

C. Safety and Insurance

- (1) The Grantee shall ensure the safety of players, participants, officials and spectators of the Event. The Grantee shall effect and keep in force a public liability policy of insurance exclusively for this Agreement in the joint names of the Government and the Grantee for all the activities in the insured sum of not less than HK\$10 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.
- (2) The insurance policy shall 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 and the Grantee or any of their employees or agents. The Grantee shall ensure that any public liability shall be adequately covered by the policy of insurance. The Grantee shall bear all responsibility for any claim in relation to the Event.
- (3) The Grantee shall inform the MSEC Secretariat by phone within 12 hours of any accident, followed by a written report within 14 days.

(Contact Person: ALSMI/ LCSD at Phone No.: XXXX(office) / XXXX(mobile phone); Fax No.: XXXX)

D. Conflict of Interest

- (1) The Grantee shall advise its members, employees and agents, and employees and agents of its members to avoid any conflict of their private interest, whether past, present or future, with their official duties in the Grantee or in its members and declare any such conflict to the Grantee which shall report the same promptly to the MSEC Secretariat. Potential conflict of interest, if any, shall 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. Compliance with Laws and Regulations

The Grantee is advised to observe and comply with all applicable laws and subsidiary legislations of the Hong Kong Special Administrative Region, by-laws and requirements imposed from time to time by the relevant authorities or governing bodies in connection with the performance of its obligations under this agreement.

Part II : Articles of Agreement

To: *Home Affairs Bureau of the Government of Hong Kong Special Administrative Region and 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 Major Sports Events Committee Secretariat during the application process. In addition, [*Name of Applicant Organisation*] undertakes to act in accordance with and observe all the Terms and Conditions listed in **Part I** above.

Declaration of interest:

Any actual, perceived or potential conflict of interest that the [*Name of Applicant Organisation*] has or may have especially with event co-organisers or appointed agents (e.g. on out-sourcing arrangements and procurement etc.) shall be declared:

President / Chairman
signed for and on behalf of
the Applicant Organisation :

_____ (Signature)



Name : _____

Post : _____

Date : _____

(October 2020)