

**Hong Kong Tourism Board
Hong Kong Transit Programme
Guide to Application**

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Annex – Personal Information Collection Statement

Note:

This Guide should be read in conjunction with the Hong Kong Transit Programme Application Form.

The Content of this Guide may be reviewed and updated from time to time. Up-to-dated version of this Guide is available at the Hong Kong Tourism Board's PartnerNet website (<http://partnernet.hktb.com>).

Hong Kong Tourism Board
Hong Kong Transit Programme
Guide to Application

(Note: This Guide should be read in conjunction with the Hong Kong Transit Programme Application Form.)

I. Introduction

1.1. Background

1.1.1 To encourage the tourism sector to develop a greater variety of tourism products to attract more visitors to Hong Kong, the Hong Kong Tourism Board (HKTB) is introducing the Hong Kong Transit Programme in view of millions of passengers transiting at the Hong Kong International Airport annually. Passengers arriving at Hong Kong during day time with more than 6-hour stopover time are believed to be of high potential to explore Hong Kong beyond the airport.

1.1.2 This Guide aims to provide information to applications for the Hong Kong Transit Programme. In this Guide, unless the context otherwise specifies, any terms defined or expressions used in this Guide shall bear the meanings set out in the Hong Kong Transit Programme Application Form.

1.2 Objectives of the Programme

Riding on Hong Kong's competitive edge as a world-class transit hub of the region, the Hong Kong Transit Programme aims to offer an incentive to local travel trade partners in providing more varieties of tourism products for transit passengers so as to stimulate their spending in town.

II. Application for Hong Kong Transit Programme

2.1 Eligibility Criteria

2.1.1 The applicant must hold a valid Travel Agents Licence issued by the Registrar of Travel Agents unless otherwise exempted under the Travel Agents Ordinance.

2.1.2 Applicants may develop activities that encompass other tourism and tourism-related industry partners, including but not limited to hotels, attractions, retail and catering partners.

2.1.3 The proposed activities in the application should:

(a) target at transit passengers who are to stay in Hong Kong for more than 6 hours but less than 24 hours and drive them to explore Hong Kong beyond the airport.

(b) be a regular experience based activity with fixed schedule or any transportation means offer for inbound visitors in Hong Kong for at least 9 months during the promotion period.

(c) be able to fulfill the requirement of co-op partners' online booking platform:

- i. to enable receipt of booking by notification email per passenger;
- ii. to provide a dedicated point of contact for handling booking enquiries or amendments;
- iii. to allow rescheduling of booking due to disruption;
- iv. to specify the duration of the activity inclusive of travelling time to and from pick up and the activity venue and a reminder that transit passengers shall ensure that they have sufficient lead time to participate in the activity before they book.

2.2. Application Procedures

2.2.1 Invitations for applications for the Hong Kong Transit Programme will be announced through the Hong Kong Tourism Board's PartnerNet website (<http://partnernet.hktb.com>), and via the Travel Industry Council for circulation to its members.

2.2.2 This Guide to Application and the up-to-date Application Form can both be downloaded from the Hong Kong Tourism Board's PartnerNet website.

2.2.3 Applicants wishing to apply for more than one transit activity should complete a separate application form for each individual activity.

2.2.4 Applicants may write to the Secretariat to withdraw an application before the agreement (see section 4.2 below) is signed.

2.3. Deadline for Submission

2.3.1 The deadline for the application of the Hong Kong Transit Programme will be **on 17 July 2017**. Late application and application with incomplete details will not be considered.

2.4 Methods of Application Submission

2.4.1 To make an application, the following documents should reach the Secretariat at the following address: *Hong Kong Tourism Board, 9th – 11th Floors, Citicorp Centre, 18 Whitfield Road, North Point, Hong Kong*, during ordinary business hours (9:00 a.m. to 5:30 p.m.) from Monday to Friday (other than a general holiday) on or before the application deadline:

- (a) original completed Application Form plus three copies of the completed form;
- (b) a disk/USB copy of the completed Application Form (together with supporting documents / information);
- (c) documentary proof of eligibility to apply (please refer to paragraph 2.1.1 above);
- (d) four copies of relevant registration documents;
- (e) four copies of other supporting documents / information as required in the Application Form;
- (f) declaration of interest (please refer to paragraph 3.1.4.); and
- (g) any other additional information relevant to the application.

2.4.2 Applicant may be required to submit additional or supplementary information to support its application. Applicant should provide the Secretariat with the requested clarification, information and documents from time to time.

2.5. Enquiries during the Application Period

- 2.5.1 Applicants may contact the Secretariat at telephone no. 2807 6294, fax no. 2807 6590 or email address: fundingscheme@hktb.com for enquiries and assistance.
- 2.5.2 Information provided in response to enquiries received by the Secretariat may be shared without notice to the applicants with other individuals or organizations as the Secretariat considers necessary.

III. Assessment of Applications

3.1 Evaluation Panel (EP)

- 3.1.1. The EP would be appointed to consider and approve the applications and related matters.
- 3.1.2. To avoid conflict of interest, all members of the EP need to comply with the Guidelines of declaration of interests issued by the Independent Commission Against Corruption (ICAC) of Hong Kong.
- 3.1.3. The offer of advantage to any public officers in the Hong Kong Tourism Board or members of the EP with a view of influencing the outcome of an application is an offence under the Prevention of Bribery Ordinance (Cap. 201). Any such offer by an applicant or his employee(s) or agent(s) will also render the application null and void and agreement signed rescinded. Fund granted, if any, shall be recovered by the Hong Kong Tourism Board. The related applicant will be required to return the Hong Kong Transit Programme funding in full immediately upon demand by Hong Kong Tourism Board.
- 3.1.4. Applicant and its Associates who are involved in the Project shall each submit a declaration of potential conflict of interest to the EP upon:
- (a) submission of the application; and
 - (b) every submission for payment.

Associates mean any person or corporation who has Control, directly or indirectly, over the applicant.

Control in relation to another person means the power 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; or
- (b) by virtue of any powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other person; 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.

If the Applicant or any Associates involved in the Project commit any offence under the Prevention of Bribery Ordinance (Cap. 201) or under any law of a similar nature in relation to the application or the agreement, the Hong Kong Tourism Board shall be entitled to reject the application, terminate the agreement if entered and demand return of funding in full immediately, and suspend the applicant from future Hong Kong Transit Programme applications and any funding applications from the Hong Kong Tourism Board.

3.2 Assessment Procedures

- 3.2.1 All Application Forms together with the information and supporting documents submitted with them will be acknowledged by the Secretariat within 7 days upon receipt of application.
- 3.2.2 The applicant is required to provide all related information of the applicant and in respect of the planning, and operation of the activity to the Secretariat, for the purpose of assessing the application by EP.
- 3.2.3 The Secretariat will screen an application to ascertain whether it meets all eligibility criteria. Applicants may be requested to provide clarification and/or supplementary information on the application. The Secretariat will also summarize all relevant information submitted by the applicant for the EP's assessment during EP meeting.

3.2.4 In considering an application, the EP will take into account the following:

- (a) overall organization competency, such as company background, history, financial position and size, and whether the company has the credential and experience in managing activity of similar scale;
- (b) desirability of the project, in terms of technical practicality, value for money and quality of the activity;
- (c) activity's ability to attract visitors;
- (d) activity's ability to encourage the passengers to spend in town;
- (e) value-added activities on top of existing tour products/ activities and that the funding will be spent on such efforts;
- (f) whether the applicant is able to prove to the satisfaction of the EP that the proposed operational plan is prudent and realistic and other factors which the EP considers relevant.

3.2.5 The EP may, in its absolute discretion, decide whether or not to approve an application; the appropriate amount of the Hong Kong Transit Programme funding to be approved, and the appropriate terms and conditions to apply to individual activity.

3.2.6 The EP may impose additional terms and conditions in the agreement(s). It may also stipulate specific terms and conditions on the use of the allocated Hong Kong Transit Programme funding.

3.2.7 The applications of the Hong Kong Transit Programme will be disqualified if the same activities are having any sales or funding agreements with Hong Kong Tourism Board or other Government departments or are applying any Hong Kong Tourism Board or other Government departments funding programme.

3.3 Notification of Results and Offer Letter

3.3.1 Under normal circumstances, applicants will be notified of the result of the application in writing within 4 weeks after the evaluation panel meeting, provided that all information (including any supplementary information) required for assessment of the applications is submitted.

- 3.3.2 If an application is rejected, the decision is final and absolute. There is no appeal mechanism, but an applicant that failed in the selection may submit a fresh application for another round of selection (if any) later on.
- 3.3.3 A written notification will be sent to the successful applicant. The written notification will set out the major terms and conditions of the proposed funding subsidies.
- 3.3.4 The successful applicant will be required to sign and return a reply slip attached to the written notification to the Secretariat within the specified period of time if it accepts the proposed Hong Kong Transit Programme funding's subject to the terms and conditions set out in the written notification.
- 3.3.5 Once the reply slip is signed by the successful applicant and received by the Secretariat, subject to the satisfaction of the conditions set out in the written notification, the Hong Kong Tourism Board may, in its sole discretion and without prior notice to the successful applicant, announce the details of the Hong Kong Transit Programme activity and the identity of the successful applicant publicly and prepare the agreement(s) for execution by relevant parties.
- 3.3.6 In the event that the proposed activity requires compliance with certain statutory requirements or other permission, approvals or requirements of the relevant bodies or authorities under the Law of Hong Kong or overseas jurisdiction, it is the responsibility of the relevant applicant to submit the necessary application and obtain the required approval from the relevant bodies or authorities.
- 3.3.7 Under the above circumstances or any other circumstances the EP consider appropriate, the written notification issued to a successful applicant may be conditional, subject to the completion of additional required formalities within a specific period of time, or approval-in-principle may be given to the application subject to completion of additional procedures within a specified period of time.
- 3.3.8 If the applicant subsequently failed to complete the procedures, the EP may withdraw the approval and the written notification.

3.3.9 Under no circumstances will the Hong Kong Tourism Board or the EP accept liabilities for compensation to the applicant.

3.3.10 Neither the Hong Kong Tourism Board nor the EP is bound to accept or support any application submitted.

3.3.11 The Hong Kong Transit Programme will last for 9 months. The first 3 months of the Hong Kong Transit Programme is the trial period. Any approved applications will be subject to review after the trial period.

IV. Funding Support

4.1 Scope of Funding

4.1.1 The Hong Kong Transit Programme funding provided should solely be used to subsidise the approved activity/product cost with a maximum value at HK\$100 per eligible transit passenger. If the transit passenger selects the offer with value more than HK\$100, the difference will have to be borne either by the applicant or the transit passenger concerned. If the balance of the cost shall be borne by the passenger, the applicant shall enter into separate and prior agreement with the transit passenger before the booking is confirmed.

4.1.2 The funding support from the Hong Kong Tourism Board shall be limited to HK\$450,000 per approved application running for at least 9 months.

4.1.3 The Applicant is required to provide documentary proof of commitment and contribution made by the Applicant to the satisfaction of the Hong Kong Tourism Board on monthly basis which shall include the booking confirmation issued by the co-op partners' booking platform and the final participant list from the applicant. Funding payment will be made on reimbursement basis against proofs (as set out herein) of eligible transit passengers actually joined the approved activity and capped at HK\$100 per passenger and HK\$450,000 for each application. In case of discrepancies between the documentary proofs, the Hong Kong Tourism Board has the right to reject the request for funding payment.

4.1.4 The activity should be in operation for at least 9 months after its launch.

4.2. Contractual Requirements with Hong Kong Tourism Board

- 4.2.1 The terms and conditions approved by the EP for activity, will be set out in the project agreement(s) (which will be prepared and approved by the Hong Kong Tourism Board) to be signed by the Hong Kong Tourism Board with the successful applicant. The agreement(s) will prescribe in detail the rights and obligations of the successful applicant.
- 4.2.2 The successful applicant must obtain the EP's prior written approval of any changes to the utilization of the funding to the proposed expenditure items as approved. Changes approved by the EP will be incorporated into the agreement as amendment. The successful applicant must not assign or transfer the ownership and/or rights of the activity in question to third party or make any change to the utilization of funding without the prior written approval of the EP. Any such assignment or transfer or financial changes without prior written approval will deem the funding being cancelled and Hong Kong Tourism Board has the right to terminate the agreement and claim back all or part of the Hong Kong Transit Programme funding whether expended or not in accordance with clause 4.2.7.
- 4.2.3 The successful applicant should immediately notify the Secretariat if there are other material variations or changes to the activity and the applicant organization, for example, the applicant made changes to the itinerary in which key elements of the activity has been removed; violation on regulations and/or code of conducts issued by the Travel Industry Council of Hong Kong, change of the licensing status, nature, ownership, management or control of the applicant's company/organization, and in particular where there is change of directors or shareholders or other key personnel of the applicant's company/organization on the project team or any petition for bankruptcy or resolution for winding up is filed against any of them. The EP shall have the right to cancel and terminate the funding agreement if the EP shall consider that any change made will substantially prejudice any of the rights or powers of Hong Kong Tourism Board under the agreement or the applicant's ability to carry out the project or its obligations under the agreement.
- 4.2.4 The agreement(s) may contain such terms and conditions and matters referred to in this Guide, and other matters including but not limited to the governing laws, indemnity, warranty and confidentiality. The successful applicant will be

required to comply with confidentiality clauses as the Hong Kong Tourism Board thinks fit as provided for in the agreement on using and protection of confidential information and other data (including any personal particulars, records and personal data (as defined in the Personal Data (Privacy) Ordinance, Cap. 486, Laws of Hong Kong) and materials of any nature (in or on whatever media)) accessible by the applicant under the agreement or which the Hong Kong Tourism Board has disclosed, supplied, made available or communicated to the successful applicant.

- 4.2.5 The EP shall have the right to impose appropriate sanctions on the successful applicant upon happening of any material variations or changes under Clause 4.2.3 or if the applicant is unable to deliver or carry out the activity (whether or not outside the control of the applicant). These sanctions may include without limitation to terminate the funding agreement, withdraw or reduce the level of funding, not to disburse the subsequent funding if applicable, or suspend the applicant from future Hong Kong Tourism Board funding programme application, etc.
- 4.2.6 The EP shall have the right to cancel and terminate the funding agreement, withdraw or reduce the Hong Kong Transit Programme funding support if the approved Hong Kong Transit Programme funding or any parts of it were abused, used for purposes other than the specified or approved purposes or the applicant fails to provide any reports, or other documents in accordance with this application and the agreement, or any of the data, facts or information represented or provided by the applicant in relation to the application or the activity is incorrect, untrue, inaccurate or misleading, or the applicant withholds any material data, facts or information in relation to the application or the activity.
- 4.2.7 If the funding agreement is terminated by EP, the successful applicant may be required to immediately repay all or part of the Hong Kong Transit Programme funding provided to the Hong Kong Tourism Board. The Hong Kong Tourism Board also has the right to claim back all or part of the Hong Kong Transit Programme funding whether expended or not.
- 4.2.8 The applicant shall indemnify the Hong Kong Tourism Board against all loss, claims, demands, damages, costs, expenses, and liabilities suffered or incurred by the Hong Kong Tourism Board or which may be brought or made against

the Hong Kong Tourism Board arising out of the breach of any of the terms and conditions of the application and the funding agreement by the applicant; or any claims of whatever nature in relation to the Applicant's activities or the Applicant's information or representation on the promotion platform. Such indemnity should cover claims relating to intellectual property rights infringement. The applicant whether successful in its application or otherwise, or any employee, agent, servant or associate of the applicant, shall not seek or claim any compensation, reimbursement, damages, indemnity or waiver from the Hong Kong Tourism Board in relation to the preparation and submission of the application or termination of the funding agreement.

4.2.9 Nothing in this Guide shall constitute a contract. No binding agreement will be made between the Hong Kong Tourism Board and the applicant unless and until the project agreement(s) is duly executed by all parties.

4.3. Payment Arrangements

4.3.1 The Hong Kong Tourism Board will only disburse the Hong Kong Transit Programme funding after the agreement(s) have been duly executed by all parties subject to the terms and conditions of the agreements. The Hong Kong Transit Programme funding will be paid to the applicant after completion of the approved activity and receipt by the Hong Kong Tourism Board of related invoices, the confirmation list issued by the co-op partners' booking platform and the participant list with eligible transit passengers set out on monthly basis. Funding payment will be made on reimbursement basis against proofs (as set out herein) of eligible transit passengers actually joined the approved activity and capped at HK\$100 per passenger and HK\$450,000 for each application. In case of discrepancies between the documentary proofs, the Hong Kong Tourism Board has the right to reject the request for funding payment.

4.3.2 The successful applicant will be required to submit progress reports and claims monthly to the Programme's Secretariat. The successful applicant will also be required to maintain the certified invoices or bills for a period of seven years after completion of the Hong Kong Transit Programme and provide them for inspection without delay as and when required by the Secretariat.

4.3.3 The payment may be effected upon (i) satisfactory completion on the activity before the due date in accordance with the agreement(s); (ii) submission of all

proofs as required under claim 4.3.1 to the satisfaction of the EP; and (iii) is further subject to the applicant's full compliance with all its obligations and duties under the agreement(s).

- 4.3.4 If the successful applicant fails to provide supporting documents as required in paragraph 5.1.1 for review within 3 months after project completion date as stated in original application, the applicant will be suspended from future applications (if any) for a minimum of 24 months.

4.4. Use of Information

Upon signing of the official agreement with the successful applicant, the Hong Kong Tourism Board and the EP have the right to make use of information, disclose or transfer information provided in the applications for the purposes of assessment of the applications, conducting research, arranging publicity of the Hong Kong Transit Programme funding or the funded activity, monitoring and evaluating the funded activity, the administration of the Hong Kong Transit Programme, or any other related purposes, etc.

4.5. Insurance

- 4.5.1 The successful applicant will be required in the agreement(s) to procure appropriate insurance policies, covering the personal injury and property loss if the activity participants and for public liability, to meet any claim which may arise as a result from the operation of the activity.
- 4.5.2 Under no circumstances should the Hong Kong Tourism Board or the EP be held liable for any third-party claims for loss or damages arising from the operation of the activity.

V. Monitoring Mechanism

5.1. Progress Reports

- 5.1.1 The successful applicant will be required to submit the following reports on the Hong Kong Transit Programme to the EP

- (a) where appropriate, monthly reports, activity photos and participants' feedbacks (if applicable);
- (b) final report (with the invoices) to be submitted within 3 months following the completion of the activity as stipulated in the agreement(s). The final report should contain the results of the activity including the total number of the transit passengers joined and the source market.

5.1.2 The Hong Kong Tourism Board shall have the right to claim the applicant against any loss or damages incurred in connection with or as a result of the applicant's failure to handle the funding properly or the applicant breach of the terms and conditions under the application or the funding agreement.

5.1.3 To facilitate evaluation of the application, the applicant will be required to state the activity's deliverables and targets when they submit the proposals in the Application for consideration by the EP.

5.2. Monitoring Visits and Meetings

5.2.1 EP members and the Hong Kong Transit Programme Secretariat, may participate in progress review of the activity to monitor the progress.

5.2.2 The successful applicant will be required to assist in arranging such visits, and to comply with any formal advice or instructions issued by the EP or the Hong Kong Tourism Board from time to time in respect of activity.

5.2.3 Familiarization visits of the successful applicant's activity may be recorded. Such observations will be taken into account by the EP in determining whether there are any breaches of the funding terms and conditions, whether the successful applicant's performance in providing the activity is satisfactory or not, and whether the activity fails to achieve the pre-determined deliverables / targets as stated in the agreement(s).

VI. Intellectual Property Rights and Personal Data

6.1.1 It is the responsibility of the successful applicant to ensure that they comply with the provisions of the intellectual property laws of Hong Kong. Under no circumstances should the Hong Kong Tourism Board or the EP be held liable

for any breaches of Intellectual Property Rights¹ caused by the implementation of the activity.

6.1.2 The Hong Kong Tourism Board and the EP shall be entitled to use the project materials of the activity, free of charge, for the purposes of tourism promotion. The successful applicant will be required to grant for the benefit of the Hong Kong Tourism Board, its authorized users, assigns and successors-in-title an unconditional, irrevocable, non-exclusive, perpetual, royalty-free and world-wide licence to use the Project Materials of the activity for the benefit of the Hong Kong Tourism Board, its authorized users, assigns and successor-in-title, for the above purposes and by any means and in any manner.

6.1.3 The “Personal Information Collection Statement” (“PICS”) (Annex) will apply to the personal data provided by the applicants in connection with the applications. Before the applicants supply any personal data to the EP in connection with their applications, they must ensure that the relevant data subjects have read the PICS.

– End –

¹ Intellectual Property Rights (IPRs) means “patents, trademarks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights (of whatever nature and wheresoever arising, whether now known or hereafter created) and in each case whether registered or unregistered and including applications for the grant of any such rights.”

Annex

Application of the Hong Kong Transit Programme Personal Information Collection Statement

Purpose of Collection

1. The personal data provided in the applications and related supporting documents and supplementary information will be used by the Hong Kong Tourism Board and the EP for the following purposes:
 - (a) processing and assessing the applications, conducting related checks, and authentication of the applications for the Hong Kong Transit Programme;
 - (b) payment of the Hong Kong Transit Programme funding;
 - (c) preparing statistics and research;
 - (d) arranging publicity;
 - (e) meeting any disclosure requirements;
 - (f) monitoring the performance of the agreement(s) and evaluating the funded activity
 - (g) taking any remedial or follow-up action on the funded activity; and
 - (h) purposes relating to the above.

2. Your provision of all the personal data requested in the application obligatory. Your applications may not be considered if you fail to provide all information as requested.

Classes of Transferees

3. The personal data provided in the applications may be transferred or disclosed to relevant Government bureaux / departments or other relevant persons or organizations or agencies authorized to process the information for purpose relating to paragraph 1 above, or to make any disclosure which is required or authorized by law.

Access to Personal Data

4. Subject to exemption under the Personal Data (privacy) Ordinance, Chapter 486 of the Laws of Hong Kong, you have the right of access and correction with respect to your personal data as provided for in Section 18 and 22 and Data Protection Principle 6 of Schedule 1 thereof. A fee may be imposed for complying with a data access request.

Enquiries

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

Secretariat, Hong Kong Transit Programme
Hong Kong Tourism Board,
9th – 11th Floors, Citicorp Centre,
18 Whitfield Road, North Point, Hong Kong

Email: fundingscheme@hktb.com
Phone: 2807 6294
Fax: 2807 6590