

Hong Kong Tourism Board
Explore Greater Bay Area Tours Scheme
Guide to Application

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Annex – Personal Information Collection Statement

Note:

This Guide should be read in conjunction with the Explore Greater Bay Area Tours Scheme Application Form.

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

Hong Kong Tourism Board
Explore Greater Bay Area Tours Scheme
Guide to Application

(Note: This Guide should be read in conjunction with the Explore Greater Bay Area Tours Scheme Application Form.)

I. Introduction

1.1. Background

1.1.1 To enrich tour products for overseas visitors travelling to the Greater Bay Area (GBA), preferably riding on HSR & HZM Bridge and to build product awareness of the GBA in overseas markets, Hong Kong Tourism Board is introducing Explore Greater Bay Area Tours Scheme (the scheme).

1.1.2 This Guide is to provide information to applications under the scheme. In this Guide, unless the context otherwise requires, terms defined and expressions used in this Guide shall bear the meanings set out in the Explore Greater Bay Area Tours Scheme Application Form.

1.2 Objectives of the Scheme

The scheme aims to provide marketing and promotion funding support to local travel trade partners to develop Guangdong-Hong Kong-Macao tour products which would attract overseas visitors to visit Hong Kong and other cities within the Greater Bay Area.

II. Application for Funding Support under the scheme

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 The applicant must be the organizer of the tour product.

2.1.3 The GBA tour product receiving any other funding support from HKTB or HKSAR Government / Semi-government organizations will not be eligible to apply the scheme to avoid duplicated funding.

2.2. Application Procedures

2.2.1 When applications for the Explore Greater Bay Area Tours Scheme are invited, it will be announced through the Hong Kong Tourism Board's PartnerNet website (<http://partnernet.hktb.com>), and via Travel Industry Council for circulation to its members.

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

2.2.3 This Guide to Application can be downloaded from the Hong Kong Tourism Board's PartnerNet website.

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 Deadline for submission for application for the scheme will be set separately. Please refer to the Hong Kong Tourism Board's PartnerNet website (<http://partnernet.hktb.com>).

2.3.2 The deadline for the application of Explore Greater Bay Area Tours Scheme will be **on 23 August 2019**. Late application will not be considered. Application with incomplete details will not be considered.

2.4 Methods of Submission of Application

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 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 6272, 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, comprising representatives from members with experience in tourism industry, has been appointed to consider the applications and provide recommendations for Marketing and Business Development Committee (MBD Committee) of the Hong Kong Tourism Board to endorse funding approval 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 Applicant shall observe the relevant provisions of the Prevention of Bribery Ordinance (Cap 201) (“PBO”). Applicant shall prohibit its Associates and their respective employees, agents and sub-contractors from offering, soliciting or accepting any advantage (as defined in the PBO) or excessive entertainment in connection with this application. The offer of advantage to any public officers in the Hong Kong Tourism Board (HKTB) or members of the EP or the MBD Committee with a view of influencing the outcome of an application is an offence under the PBO. Applicants should not offer any advantage (as defined in the PBO) to these personnel while having dealings of any kind with the HKTB. Any such offering, soliciting or accepting any advantage (as defined in the PBO) or excessive entertainment by an applicant, its Associates or their respective 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 HKTB. The related applicant will be required to return the funding in full immediately and be liable for any loss or damage which HKTB may sustain upon demand by HKTB and be suspended from applying any HKTB’s funding in future.

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 of funding; and
- b) every submission for payment.

Associates means 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, hold the Applicant liable for any loss or damage which HKTb may sustain and suspend the Applicant from applying any HKTb's funding in future.

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 relevant financial and related information of the applicant and in respect of the planning, budgeting, operation and promotion of the tour product to the EP, for the purpose of assessing the application.
- 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. The proposed inbound GBA travel product must:
- (a) include a minimum of 2 nights stay in Hong Kong;
 - (b) include to visit to at least one Guangdong city within the Greater Bay Area;
 - (c) priority will be given to tour itineraries with High Speed Rail or Hong Kong-Zhuhai-Macao Bridge;
 - (d) focus on overseas markets outside PRC / Macao;
- and the EP will take into account other factors which the EP considers relevant in considering an application.
- 3.2.5 The EP may, in its absolute discretion, decide whether or not to recommend for the approval of an application; the appropriate amount of the funding to be recommended for approval, and the appropriate terms and conditions to apply to individual product.
- 3.2.6 The EP may propose to the Marketing & Business Development Committee of the Hong Kong Tourism Board to impose additional terms and conditions in the agreement(s). It may also stipulate specific terms and conditions on the use of the allocated funding.

3.2.7 The applications of the scheme will be disqualified if the same tour products are having any sales or funding agreements with HKTB or other Government departments or are applying any HTKB or HKSAR Government / Semi-government organizations 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 later on.

3.3.3 A written notification will be sent to the successful applicant. The written notification will set out the maximum amount of the funding to be offered and the major terms and conditions of the proposed funding.

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 funding 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 funded product 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 tour product 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 propose to the Marketing & Business Development Committee of the Hong Kong Tourism Board to withdraw the approval and the written notification.
- 3.3.9 Under no circumstances will the Hong Kong Tourism Board, MBD Committee or the EP accept liabilities for compensation to the applicant.
- 3.3.10 Neither the Hong Kong Tourism Board, MBD Committee nor the EP is bound to accept or support any application submitted.

IV. Funding Support

4.1. Scope of Funding

- 4.1.1 The funding provided should solely be used to support marketing and promotion of the tour product.
- 4.1.2 The Hong Kong Tourism Board's total financial contribution to the marketing and promotion of the tour product shall be capped at 50% of the total marketing and promotion costs as outlined in the Application Form and confirmed (with or without variation) in the written notification and the agreement (Clause 4).
- 4.1.3 The applicant will be required to provide funding from its own sources and/or other sources which will amount to at least 50% of the total marketing and promotion costs. Please note that the total marketing and promotion budget may exceed HK\$1,000,000 but the funding support from the Hong Kong Tourism Board shall be limited to HK\$500,000 or 50% of the actual cost of marketing and promotion of the tour product, whichever is the lower.

- 4.1.4 The Applicant is required to provide matching marketing and promotion funding from its own sources to meet the funding on the tour product's marketing and promotion cost. Applicant is required to provide documentary proof of commitment and contribution made by the Applicant to the satisfaction of the HKTB. Please note that the Hong Kong Tourism Board's total contribution per application approved must not exceed HK\$ 500,000 or 50 percent of the actual cost of marketing and promotion of the tour product, whichever is the lower.
- 4.1.5 Funding support will be provided on eligible tour products in the following marketing and promotion areas:
1. Marketing collaterals production for the tour product.
 2. Product advertising in overseas markets to travel trade or consumers.
 3. Participation fees on Hong Kong Tourism Board organized overseas trade activities such as Trade Shows and Travel Missions, and/or local trade activities such as Connect Hong Kong.
 4. Product seminars / familiarization tours initiated by the applicant introducing the tour product to overseas and local travel trade partners.
- 4.1.6 Funding support for the application can be up to 18 months.
- 4.1.7 The amount of funding support sought should be justified by a prudent and realistic operational plan with justification for each of the proposed expenditure items.

4.2. Contractual Requirements with HKTB

- 4.2.1 The terms and conditions approved by the MBD for the tour product, together with other appropriate financial control measures as may be required by EP, 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 financial control measures or 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 tour product in question to third party or make any change to the financial control measures or 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 HKTB has the right to terminate the agreement and claim back all or part of the 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 tour product and the applicant organization, for example, the applicant made changes to the itinerary in which key elements of the product 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 tour product (whether or not outside the control of the applicant); the performance of the applicant in developing the product is considered by the EP as not satisfactory. These sanctions may include without limitation to terminate the funding agreement, withdraw or reduce the level of funding if applicable, or suspend the applicant from future support scheme application, etc.
- 4.2.6 The EP shall have the right to cancel and terminate the funding agreement, withdraw or reduce the funding support if the approved funding or any parts of it were abused, used for purposes other than the specified or approved purposes or other than marketing and promotion activities on the specified product; or the applicant fails to provide any reports, financial accounts 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 product is incorrect, untrue, inaccurate or misleading, or the applicant withholds any material data, facts or information in relation to the application or the product.
- 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 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 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 products 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 funding after the agreement(s) have been duly executed by all parties. The funding will be paid to the applicant upon receiving invoices and receipts from the relevant suppliers (for tactical co-op advertising and/or product seminar), and in accordance with the terms and conditions of the agreement(s).

4.3.2 The successful applicant will be required to submit progress reports quarterly and statements of accounts on the marketing and promotion expenditures to the Fund's Secretariat at a frequency to be specified in the agreement(s). The successful applicant will also be required to maintain the certified invoices or bills for a period of seven years after completion of the tour product and produce them for inspection without delay as and when required by the Secretariat.

4.3.3 Each payment may be effected upon (i) satisfactory completion on the development of the tour product before the due date in accordance with the agreement(s); (ii) submission of the marketing and promotion activities' final expenditure receipts; 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 The EP shall have the right not to disburse the outstanding funds to the successful applicant or reduce the amount of outstanding funds to be paid, if their performance in organizing the tour product are not satisfactory, or if the tour product fail to achieve the pre-determined deliverables / targets, or if they breach any funding terms and condition as stated in the agreement.

4.3.5 If the successful applicant fails to provide supporting documents as required in paragraph 5.1.2 for review within 6 months after project completion date as stated in original application, the applicant will be suspended from future applications for a minimum of 24 months. The HKTB will also suspend payment of the remaining balance of the funding to the applicant. Under no circumstances will the HKTB and the EP accept liabilities for any deficits arising from the tour product.

4.4. Use of Information

4.4.1 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 funding or the funded tour products, monitoring and evaluating the funded tour product, the administration of the Explore Greater Bay Area Tours Scheme, 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 tour participants and public liability, to meet any claim which may arise as a result from the operation of the tour product.

4.5.2 Under no circumstances should the Hong Kong Tourism Board, the EP or the MBD be held liable for any third-party claims for loss or damages arising from the operation of the tour product.

V. Monitoring Mechanism

5.1. Progress Reports and Evaluation Reports

5.1.1 The successful applicant will be required to submit the following reports on the tour product to the EP –

- (a) where appropriate, progress reports, tour photos and accounts summaries (together with certified statements of account and updated budget forecast) quarterly;
- (b) final evaluation report (with the invoices and receipts) to be submitted within 6 months following the completion of all the marketing and promotion activities as stipulated in the agreement(s); and
- (c) publicity report which maintains all the publicity materials and media coverage summary, in relation to the tour product advertising, to be submitted within 6 months following completion of the event.

5.1.2 The accounts summary should cover all contributions, receipts/expenditures from the applicant and all payments made in respect of the product marketing and promotional activities of the tour product.

5.1.3 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.

5.1.4 To facilitate evaluation of the application, the applicant will be required to state the product's deliverables, key milestones, targets, and methods for measuring its performance when they submit the proposals in the Application for consideration by the EP.

5.1.5 The year-end/final evaluation report should contain an evaluation of the results of the tour development project using the agreed methods of evaluation, and the results should be measured against the agreed deliverables / targets and any other funding conditions applicable to the successful applicant / tour product. In the case that the agreed deliverables / targets and/or other funding conditions cannot be achieved, the successful applicant may be required to provide explanations to the satisfaction of the EP.

5.1.6 The EP shall have the right not to disburse the outstanding funding to successful applicant or reduce the amount of outstanding funding to be paid, if its performance in developing the tour product is not satisfactory; if the tour product fails to achieve the pre-determined deliverables / targets; or if the funding terms and conditions as stated in the agreement(s) have been breached.

5.2. Monitoring Visits and Meetings

5.2.1 EP members, the support scheme Secretariat, and/or relevant Government bureaux/departments, may participate in progress review of the tour product development to monitor the progress of product development. They may also conduct tour product familiarization visits.

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 the tour product development.

5.2.3 Familiarization visits of the successful applicant's tour product 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 developing the tour product is satisfactory or not, and whether the tour product 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 HKTB or the EP be held liable for any breaches of Intellectual Property Rights¹ caused by the implementation of the tour product.

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."

6.1.2 The Hong Kong Tourism Board and the EP shall be entitled to use the project materials of the tour product, 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 tour product 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 –

Annex

Application of the Explore Greater Bay Area Tours Scheme 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 scheme;
 - (b) payment of the 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 tour product
 - (g) taking any remedial or follow-up action on the funded tour product development project; 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, Explore Greater Bay Area Tours Scheme
Hong Kong Tourism Board,
9th – 11th Floors, Citicorp Centre,
18 Whitfield Road, North Point, Hong Kong

Email: fundingscheme@hktb.com
Phone: 2807 6272
Fax: 2807 6590