

**Guidance Note on
Application for Cinemas Subsidy Scheme under the
Third-round Anti-epidemic Fund of the
Government of the Hong Kong Special Administrative Region**

Preamble

The purpose of this “Cinemas Subsidy Scheme” (the Scheme) is to provide relief under the third-round Anti-epidemic Fund (AEF) to cinema operators. The Scheme is established upon the approval for injection into the AEF by the Legislative Council Finance Committee on 28 September 2020.

Eligibility for the Scheme

2. An applicant must be operating at least one existing cinema which holds a valid “Public Place of Entertainment” licence as of the date of application issued under the Places of Public Entertainment Ordinance (Cap. 172) and its subsidiary legislation, and has screened at least one commercially released film in July 2020 per the box office information of the Hong Kong Box Office Limited.

3. Each circuit and each cinema (only if the cinema is not part of a circuit) can only make one application under the Scheme. Cinemas will be considered of the same circuit per the box office information of the Hong Kong Box Office Limited as at 31 July 2020.

4. Generally speaking, cinemas are not eligible to claim subsidy under the “Places of Public Entertainment Licence Holder Subsidy Scheme” (the other scheme). In any case, no “Public Place of Entertainment” licensee will be subsidised under both this Scheme and the other scheme.

Subsidy Amount

5. Under the Scheme, a successful applicant will be provided with a one-off subsidy of HK\$50,000 per screen per eligible cinema. The maximum amount of subsidy that each circuit can claim for its cinemas is capped at HK\$1.5 million (equivalent to 30 screens).

6. Please note that the amount of subsidy received under this Scheme is exempted from payment of profits tax according to the Exemption from Salaries Tax & Profits Tax (Anti-epidemic Fund) Order that has been gazetted on and effective from 29 May 2020.

Application Procedures

7. All applicants must complete and submit the application form together with necessary supporting documents (as specified in paragraph 9 below) for receipt by Create Hong Kong on 9 to 20 October 2020 (inclusive). Late applications will not be considered. Applications can be submitted by dispatch or via e-mail as follows:

Dispatch address: Create Hong Kong
40/F, Revenue Tower
5 Gloucester Road
Wanchai
Hong Kong
(Ref.: Application for Cinemas Subsidy Scheme under AEF 3.0)

E-mail address: cinemasubsidy@createhk.gov.hk

8. Applicants should clearly mark “Application for Cinemas Subsidy Scheme under AEF 3.0” on the envelope or at the e-mail subject. To avoid delayed or unsuccessful delivery of applications, please call Create Hong Kong if you do not receive receipt of acknowledgement by e-mail within two days after submission of application. If your application is lodged on the last day of the application period, please check immediately with Create Hong Kong to ensure your application has been duly delivered.

Supporting Documents Required

9. Further to paragraph 7, the following supporting documents must be provided together with the application form:

- (1) A copy of valid Business Registration Certificate issued under the Business Registration Ordinance (Cap. 310) with the name of company shown on the certificate the same as the name of applicant in the application form, and is valid as of the date of application.
- (2) A copy of valid licence issued under the Places of Public Entertainment Ordinance (Cap. 172) and its subsidiary legislation for each cinema eligible for the Scheme and is valid as of the application date.

- (3) Proof of box office receipt(s) from the Hong Kong Box Office Limited showing that each of the eligible cinemas quoted in the application form has screened at least one commercially released film in July 2020.
- (4) A letter from the Hong Kong Theatres Association Limited showing the number of screens as at 31 July 2020 in each of the eligible cinemas quoted in the application form.

10. If the application is submitted via e-mail, the images of the signed application form and the supporting documents has to be in JPEG or PDF format and the images must be clear, complete and in entirety.

Application Result

11. Applicants will receive an acknowledgment of receipt within two days after submission of application. Notification of application result will be sent by e-mail.

Disbursement of Subsidy

12. The subsidy will be disbursed to each successful applicant by cheque by post within 14 working days upon notification of application approval. To facilitate timely disbursement, please ensure accuracy of the Cheque Payee Information (i.e. name and address) to be provided in the application form.

Terms and Conditions

13. Applications and processing of the applications are subject to the general terms and conditions set out in Annex A and the privacy policy at Annex B.

Enquiry

14. Applicants may enquire with Create Hong Kong via e-mail (cinemasubsidy@createhk.gov.hk) or at phone number 2594 5846.

**Create Hong Kong
Communications and Creative Industries Branch
Commerce and Economic Development Bureau
8 October 2020**

**General Terms and Conditions for the
Cinemas Subsidy Scheme under the
Third-round Anti-epidemic Fund of the
Government of the Hong Kong Special Administrative Region**

1. Terms and Conditions

- 1.1 All Applicants and their proprietors, partners, shareholders, directors and Authorised Representatives are bound by the terms and conditions of the Scheme (including Privacy Policy, and Copyrights and Disclaimer) (collectively referred as the “Terms and Conditions”).
- 1.2 Create Hong Kong (CreateHK) and/or its appointed agencies reserves the right to revise any part of the Terms and Conditions at any time. Applicants agree that CreateHK and/or its appointed agencies will not be liable to them or any third party as a result of such revision. The amended Terms and Conditions will have immediate effect. Since Applicants will be bound by the amended Terms and Conditions, they should visit this page periodically to review the Terms and Conditions.
- 1.3 Without prejudice to the other Terms and Conditions, CreateHK and/or its appointed agencies have absolute discretion to decide and interpret all relevant matters relating to the Scheme.

2. Liability

- 2.1 The Applicant is liable for all risks (including but not limited to risks to any third party) associated with the content of its application (including the application form and supporting documents) and all of its acts or omissions. The Applicant must provide and submit true complete and accurate information and must submit one application form only. Any provision of false or misleading information, misrepresentation or omission of any information, provision of incomplete or incorrect or inaccurate information, submission of more than one application form, or breach of the Terms and Conditions for any other reasons may render the relevant applications invalid, not being accepted and/or disqualified. Making any false statement, misrepresentation and concealment of facts, or furnishing false documents in an attempt to deceive CreateHK and/or its appointed agencies constitutes a criminal offence and may be subject to prosecution.
- 2.2 CreateHK and/or its appointed agencies reserves the absolute discretion (without separately providing notice or explanation) under the above circumstances to reject the relevant applications, or withdraw or refuse to grant any subsidy (without the need to provide any explanation), or request the Successful Applicants to refund the subsidy paid (in full or in part) in case of breach of the Terms and Conditions by the successful Applicants subsequently known to CreateHK and/or its appointed agencies. CreateHK and/or its appointed agencies will no longer have any obligations

towards the successful Applicants after its payment of subsidy to the successful Applicants.

3. Language

- 3.1 The English version of the Terms and Conditions, application form as well as the content of this website shall prevail, in case of discrepancies between the English and Chinese versions. Further, the Terms and Conditions shall prevail over application form, the other contents of this website and the other documentation relating to the Scheme.

4. Representations and Warranties

- 4.1 By submitting the application form for the Scheme, the Applicant agrees to accept and shall abide by all of the Terms and Conditions.
- 4.2 The Applicant hereby represents and warrants that:
- (a) the Applicant has read and understands the application details, Terms and Conditions (including the Privacy Policy, and Copyrights and Disclaimer) and the content of the application form;
 - (b) all information provided in the application form and the documents provided in relation to the application under the Scheme (including supplementary information and document(s) (if any)) are true, complete and accurate;
 - (c) the Applicant fully fulfils all requirements and criteria of application under the Scheme,
 - (d) the Applicant complies with all applicable laws; and
 - (e) the Authorised Representative has been fully authorised by the Applicant to submit the application and conduct relevant matters on its behalf.

5. Authorisation

- 5.1 The Applicant hereby authorises:
- (a) CreateHK and/or its appointed agencies to contact government departments or other relevant institutions or persons for verification or clarification of the information contained in the application form and the documents provided (including supplementary information and document(s) (if any)) for the purposes of approval, assessment and review of applications as well as monitoring and statistical use. The Applicant also agrees to provide any additional information or documents on CreateHK and/or its appointed agencies' reasonable request; and

- (b) CreateHK and/or its appointed agencies to collect the Applicant's and Authorised Representative's information, including the personal data as defined under the Personal Data (Privacy) Ordinance. The use of the data is related to the purposes as stated in the Terms & Conditions (including the Privacy Policy) of the Scheme.

6. Governing law and jurisdiction

- 6.1 The Scheme shall be governed by and construed according to the laws of The Hong Kong Special Administrative Region in all aspects. The parties irrevocable and unconditionally submit to the exclusive jurisdiction of the courts of Hong Kong.

7. Partial invalidity

- 7.1 If any provision of the Terms and Conditions is found to be invalid or unenforceable by courts of law, such invalidity or unenforceability will not affect the remainder of the Terms and Conditions which will continue in full force and effect.

8. Third party rights

- 8.1 The application of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) and/or any comparable law in any jurisdiction giving to or conferring on third parties the right to enforce any term of these Terms & Conditions is expressly excluded and no terms of these Terms & Conditions are, or intended to be, enforceable by any person not being a party to it.

Disclaimer

- 9. CreateHK and/or its appointed agencies shall not be responsible or liable for any and all disputes, claims, liabilities, damages, losses, injuries, costs (including but not limited to legal costs) or expenses whether directly or indirectly of any kind to any person (whether to the Applicant, Authorised Representative, or third parties) or property arising from or in connection with CreateHK, including:
 - (a) the actions take, or omitted to be taken, as a result of the result notification, and receipt of subsidy; and
 - (b) the Applicant's breach of the Terms and Conditions.
- 10. The Applicant shall unconditionally and irrevocably indemnify, keep indemnified, hold harmless and defend CreateHK and/or its appointed agencies and its directors, employees, officers, agents and related persons and entities from and against all the aforesaid disputes, claims, liabilities, damages, losses, injuries, costs and expenses. The Applicant is liable for all risks in association with its application.

**Privacy Policy for the
Cinemas Subsidy Scheme under the
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This Privacy Policy relates to personal data supplied in your application. The provision of your personal data (including but not limited to an individual's full name, telephone number and email address) is voluntary, though true, complete and accurate personal information must be produced so as to enable us to process the application to the Scheme, failure to do so may render the application invalid, not being accepted and/or disqualified.

Purposes of Collection of Personal Data

Create Hong Kong (CreateHK) respects the privacy of your personal data in the implementation and operation of the Scheme. CreateHK and/or its appointed agencies will ensure personal data submitted via application forms are handled in accordance with the relevant provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong). Unless with your consent, any personal data provided by you will only be disclosed to and used and retained by organisations or persons authorised by or associated with CreateHK and/or organisations or persons in the operation of the Scheme for all or any one or more of the following purposes:-

- (a) handling, verifying and screening your application, payment and refund of subsidy in relation to the Scheme;
- (b) assisting the verification of personal data provided for processing the applications and subsidies of the Scheme;
- (c) matching your personal data with the database of relevant Government bureaux/departments/organisations for the purposes of approval, assessment, review and monitoring;
- (d) notifying and processing of subsidies;
- (e) all other purposes relating to conduct required to assist CreateHK and/or its appointed agencies to execute the Scheme; and
- (f) statistical analysis relating to the operation and periodic review of CreateHK, and the statistics obtained will not be released or made available to a third party in a form that identifies the data subjects or any of them.

Confidentiality and Information Security

In order to protect your privacy, CreateHK and/or its appointed agencies will in accordance with the Personal Data (Privacy) Ordinance and according to the nature of the personal data collected adopt all reasonably practicable measures to ensure that all personal data are correct and kept securely and confidentially, and will follow the relevant legislation in making corrections and giving access to data. However, CreateHK and/or its appointed agencies may

disclose such information for the purposes and under the circumstances set out in the sections "Purposes of collection of personal information" above and "Possible disclosure to other parties" below.

Retention of Personal Data

Your personal data will be kept by CreateHK and/or its appointed agencies for a reasonable period of time as may be required for the above specific purposes for which they were collected and in accordance with the relevant statutory provisions. After that time, your data will be erased.

Possible Disclosure to Other Parties

Information provided may be disclosed:

- (a) to CreateHK and/or its appointed agencies and their designated organisations or persons for vetting purposes;
- (b) to organisations and/or persons for the purpose of matching with the databases of relevant Government bureaux/departments/organisations for the purposes of approval, assessment, review and monitoring;
- (c) to relevant parties (including government departments of the HKSAR, Hong Kong courts and/or third parties in Hong Kong/ other places) in compliance with applicable laws and regulations and/or as authorised or required by law and/or pursuant to court orders;
- (d) to organisations and/or persons authorised by or associated with CreateHK and/or its appointed agencies in the operation of the Scheme for the purpose set out in the section "Purposes of collection of personal data" above; or
- (e) pursuant to or as permitted under the Personal Data (Privacy) Ordinance.

Access to Personal Data and Enquiries

In accordance with the Personal Data (Privacy) Ordinance, Applicants have the right to:

- (a) Check whether CreateHK and/or its appointed agencies holds personal data of which the individual is the data subject;#
- (b) Request a copy of such personal data held by paying an administration fee;
- (c) Correct personal data that is inaccurate; and
- (d) Ascertain the policies and practices in relation to personal data.

Requests for access to and/or corrections of personal data should be made in writing to CreateHK by email (cinemasubsidy@createhk.gov.hk).

Amendment to this Privacy Policy

CreateHK and/or its appointed agencies reserves the right to amend its prevailing Privacy Policy at any time.

Copyrights and Disclaimer

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