

### HONG KONG RECORDING INDUSTRY ALLIANCE LIMITED

香港音像聯盟有限公司

# **Marketing Events & Show Cases** (MES-2026A)

#### TARIFF FOR THE PUBLIC PERFORMANCE OF SOUND RECORDINGS

Effective 1 January 2026

This tariff applies to the public performance of sound recordings, solely as background music, in marketing events & show cases such as exhibition stands or road shows within the repertoire of HKRIA.

#### 2. Licence Fee:

Floor Area	Licence Fee (per day)	
Under 200 sq.ft.	HK\$2,330	
Over 200 sq.ft.	HK\$3,370	

#### **General Conditions**

- a) Licence Fee is payable in advance of event for unlimited public performance of any or all sound recordings within HKRIA's repertoire at a single performing occasion at a premises.
- The classification of any events under marketing events & show cases of this tariff shall be at the sole discretion of HKRIA.
- This tariff rate may be revised from time to time by HKRIA.
- This tariff, Marketing Events & Show Cases (MES-2026A), supersedes all previous editions of tariffs for Marketing Events & Show Cases and shall have effect from 1st January 2026.



全數繳付後發出。

### HONG KONG RECORDING INDUSTRY ALLIANCE LIMITED

香港音像聯盟有限公司

Units 907-909, 9/F., CTF Life Tower, 18 Sheung Yuet Road, Kowloon Bay, Kowloon, HK Tel 電話: 2520 7000 Website 網址: www.hkria.com 香港九龍九龍灣常悅道 18 號周大福保險中心 9 樓 907-909 室 Fax 傅真: 2528 3979 / 2882 6897

## APPLICATION FOR SHORT TERM LICENCE FOR PUBLIC PERFORMANCE OF SOUND RECORDINGS AND/OR MUSIC VIDEOS 音像版權公開播放錄音製品及/或音樂錄像製品短期牌照申請表

Telephone No. 電話		Fax 圖文傳真		B.R. No.商業登記號碼	
Contact Person 聯絡人		☐ Miss 小姐 / ☐	Ms. 女士 / □ Mr. 先生 Pos	ition 職位	
Contact Tel 聯絡電話		Email 電郵			
			교사이		
2. PARTICULARS  (Please use separate sheet as attachment for Name of Event 活動名		eld at the same location 關於在同一		•	
		Event Locati		1.1.4 於冊 5//元	
3. EVENTS TYPE 所	<b>露</b> 活動類別				
(Please ☑ the appropriate in □ Concerts 演唱會	dustry 請選出所屬行業)	& Show Cases 宣傳活動及展	2 胚筆		
_ Concerts 演唱曾 _ Fashion Shows 時裝表演	_ •	& Snow Cases 旦傳冶動汉版 & Entertainment Events 演藝		rs 其他	
Date of Event 活動日期 (dd/mm/yy, 日/月/年)	Total Event Duration 活動總時間	Total No. of Event Day 總活動日數	Total No. of Audience 總觀眾人數	Floor Area of the Event (sq.ft.) 活動範圍面積(平方呎)	Others 其他
l.					
2.				-	
4. DECLARATION A	ND UNDERTAKING	· 截明及必类	-		
We/I expressly declare that we			specified below		
吾等/本人明確聲明並沒有及將			specified below.		
	Work, or do any other ac	t which may infringe the cop	pyright subsisting in any Wo	ny broadcast, or copy, reproduce, re ork for any purpose whatsoever; or 錄、輯錄或用其他方式處理作品, 或l	
otherwise dealt with any 將作品(指 HKRIA 公開打可能構成侵犯作品版權的					
將作品(指 HKRIA 公開 可能構成侵犯作品版權的	的行為;或 ork other than using autho	rized and legitimately purcha	ased Work.		
將作品(指 HKRIA 公開) 可能構成侵犯作品版權的 b. Publicly perform any Wo 公開播放任何未經授權或 We/I expressly undertake to a	的行為;或 ork other than using autho 成非合法購買的作品。 pply for a separate licence	e from HKRIA for the purpos			
將作品(指 HKRIA 公開 可能構成侵犯作品版權的 c. Publicly perform any Wo 公開播放任何未經授權或 We/I expressly undertake to a 吾等/本人明確承諾就上述(a) 所	的行為;或 ork other than using autho 成非合法購買的作品。 pply for a separate licence 所列的目的向 HKRIA 申請	e from HKRIA for the purpos 有關許可。 *	e specified in (a) above.		
將作品(指 HKRIA 公開 可能構成侵犯作品版權的 b. Publicly perform any Wo 公開播放任何未經授權或 We/I expressly undertake to al 吾等/本人明確承諾就上述(a) 所 We/I declare that the information HKRIA Public Performance Li and Conditions if HKRIA agre 吾等/本人保証以上填報之資料	的行為;或 ork other than using autho 或非合法購買的作品。 pply for a separate licence 听列的目的向 HKRIA 申請: ation given above is true icences stated overleaf a es to accept the above ap 正確無訛・吾等/本人已閱	e from HKRIA for the purpos 有關許可。  e and accurate in each ar nd on the appendix (if any) plication and issue a licence i讀及明白本表格背頁所印的	te specified in (a) above.  * *  * Mod every respect. We/I ha attached hereto and conf	ve read and understood the Tern irm our/my agreement to and acce 文或另附之條文.倘若香港音像聯盟?	otance of such Terms
將作品(指 HKRIA 公開 可能構成侵犯作品版權的 b. Publicly perform any Wo 公開播放任何未經授權或 We/I expressly undertake to al 吾等/本人明確承諾就上述(a) 所 We/I declare that the informa HKRIA Public Performance Li and Conditions if HKRIA agre	的行為;或 ork other than using autho 或非合法購買的作品。 pply for a separate licence 听列的目的向 HKRIA 申請: ation given above is true icences stated overleaf a es to accept the above ap 正確無訛・吾等/本人已閱	e from HKRIA for the purpos 有關許可。  e and accurate in each ar nd on the appendix (if any) plication and issue a licence i讀及明白本表格背頁所印的	te specified in (a) above.  * *  * Mod every respect. We/I ha attached hereto and conf	irm our/my agreement to and acce	otance of such Terms
將作品(指 HKRIA 公開 可能構成侵犯作品版權的 b. Publicly perform any Wo 公開播放任何未經授權或 We/I expressly undertake to at 吾等/本人明確承諾就上述(a) 所 We/I declare that the information of the conditions if HKRIA agreen and Conditions if HKRIA agreen 吾等/本人保証以上填報之資料	prk other than using autho 成非合法購買的作品。  pply for a separate licence 所列的目的向 HKRIA 申請 ation given above is true icences stated overleaf a es to accept the above ap 正確無訛,吾等/本人已閱 意接受有關之條文與條款	e from HKRIA for the purpos 有關許可。  e and accurate in each ar nd on the appendix (if any) plication and issue a licence i讀及明白本表格背頁所印的	e specified in (a) above.  *  *  *  *  *  *  *  *  *  *  *  *  *	irm our/my agreement to and acce 文或另附之條文·倘若香港音像聯盟? morf Applicant	otance of such Terms
將作品(指 HKRIA 公開 可能構成侵犯作品版權的 立. Publicly perform any Wo 公開播放任何未經授權或 We/I expressly undertake to a 吾等/本人明確承諾就上述(a) 所 We/I declare that the informa HKRIA Public Performance Li and Conditions if HKRIA agre 吾等/本人保証以上填報之資料 申請及頒發牌照·吾等/本人同	prk other than using autho 成非合法購買的作品。  pply for a separate licence 所列的目的向 HKRIA 申請 ation given above is true icences stated overleaf a es to accept the above ap 正確無訛,吾等/本人已閱 意接受有關之條文與條款	e from HKRIA for the purpos 有關許可。  e and accurate in each ar nd on the appendix (if any) plication and issue a licence 讀及明白本表格背頁所印的。	te specified in (a) above.  * *  * *  * *  * de every respect. We/I hat attached hereto and config.  * HKRIA 公開播放牌照條文	irm our/my agreement to and acce 文或另附之條文.倘若香港音像聯盟: n of Applicant 職位	ptance of such Terms 有限公司同意接受以上 Date of Application

Handled by \_\_\_\_\_ Date \_\_\_\_\_ Checked by \_\_\_\_

#### HKRIA 短期公開播放牌照條文

#### TERMS AND CONDITIONS FOR HKRIA SHORT-TERM PUBLIC PERFORMANCE LICENCES

1. Definitions

"Licence Document"

"Effective Date means the date(s) of the short term event as stated in the Licence Document.

"HKRIA means the Hong Kong Recording Industry Alliance Limited.

means the Hong Kong Special Administrative Region of the People's Republic of China.

means the non-exclusive licence to publicly perform or to authorize the public
performance of Works at the Premises granted by HKRIA to the Licensee. "HKS AR"

means the document issued by HKRIA entitled "PUBLIC PERFORMANCE LICENCE
OF SOUND RECORDINGS AND/OR MUSIC VIDEOS "which provides the details and conditions of the Licence.

means the fee for the Licence as calculated by reference to the tariff(s) applicable from

time to time.

means the period of time and date(s) during which the Event takes place. "Event Period"

"Particulars"

means the licensee named in the Licence Document.

means any and all particulars relating to the Licensee's use of the Works provided by the Licensee to HKRIA at any time.

"Premises means the premises named in the Licence Document at which the Works may be

means the terms and conditions contained herein, which may be amended from time to time by HKRIA. "Terms and Conditions"

means all those sound recordings and/or music videos in the repertoire owned or licensed "Works" by HKRIA members and over which HKRIA controls the performing rights in Hong Kong from time to time.

Grant of Licence

Subject to these Terms and Conditions, the Licence Document and the full payment of the Licence Fee by the Licensee, HKRIA grants a Licence to the Licensee from the Effective Date for the Event Period specified in paragraph 8 herein. The list of HKRIA members and/or labels is available for inspection at HKRIA's office during office hours.

These Terms and Conditions do not authorize the Licensee to do any act which could be an infringement of any h copyright subsisting in the Works.

The Licence does not cover any works which do not fall with the repertoire of HKRIA.

c. 3. Reservation of Rights

Reservation of rights
All rights in the Works that are owned or controlled by HKRIA and/or its members and not expressly licenced to the Licensee under the Licence are hereby expressly reserved.

Nothing contained in the Terms and Conditions shall be construed as authorizing the Licensee to:

(i) is also that are West in any benefits a proposed to a proposed to a proposed to the conditions of the construction of the conditions of the construction of the conditions of the cond

b.

include any Work in any broadcast, or copy, reproduce, remix, re-record, edit or otherwise deal with any Work, or do any other act which may infringe the copyright subsisting in any Work for any purpose

whatsoever; or

(ii) use any unauthorized copies of the Works to publicly perform any Works.

The Licensee expressly undertakes and warrants not to commit the acts specified in paragraph 3b above.

HKRIA and its members expressly reserve their rights and remedies against Licensee in respect of any unauthorized activity or infringement of intellectual property rights. d.

The Licensee warrants that the Particulars are true and accurate and are not misleading in any respect.

h. The Licensee undertakes to notify HKRIA in writing of any change to the Particulars at least 7 working days

before the Event(s) concerned takes place

Payment of Licence Fee
The Licence Fee is calculated by reference to the tariff(s) applicable from time to time, as determined by HKRIA in its absolute discretion.

Asse as otherwise specified or provided, all Licence Fee must be paid in full (without any set off) within 7 days before the commencement of the Event Period.

The full Licence Fee is payable whether or not any additions or reductions of Works covered by the Licence are b.

c. made during any Licence Year.

The Applicable Tariff(s) All provisions of the applicable tariff(s) shall be deemed to be incorporated into these Terms and Conditions

a. b. HKRIA may at any time in its sole discretion make any revisions, modifications, variations, amendments, obliterations, additions, and/or other changes to any of the provisions of the applicable tariff(s).

HKRIA reserves the right to cancel the applicable tariff(s) and replace the sa me with new tariff(s) as HKRIA

7.

The Licensee shall permit HKRIA and/or its authorized agent(s) to enter and remain at any Premises and/or any other premises occupied, managed or controlled by the Licensee for the purposes of:
Determining if the Particulars are true and accurate;
Ascertaining if these Terms and Conditions have been duly complied with; and/or
Ascertaining if HKRIA and/or its members' rights in the Works are infringed or otherwise prejudiced.

c. 8.

These Terms and Conditions shall continue in force throughout the Event Period and until all obligations of the parties have been complete Termination

9.

HKRIA shall have the right at any time to terminate the Licence forthwith upon the happening of any of the

ng events:-If the Licensee commits a breach of any of the Terms and Conditions or fails to make any payme hereunder and fails to remedy such breach or make such payment within 7 days of being required in writing by HKRIA to do so; and/or

If the Licensee enters into liquidation whether compulsorily or voluntarily (otherwise than for the purpose of amalgamation or reconstruction) or compounds with its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt or becomes bankrupt or insolvent.

bankrupt or insolvent.

Either party shall have the right to terminate the Licence by notice in writing, provided that such written notice is given to the other party before the commencement of the Event(s).

The termination of the Licence shall not prejudice the rights and remedies of HKRIA and/or claims against the

Licensee and HKRIA shall have the right to recover any monies payable by the Licensee under the License and/or these Terms and Conditions and/or any legal fees and other costs and expenses whatsoever as HKRIA and/or its authorized agent(s) shall incur, including but not limited to the costs of making any enquiries necessary to determine the amount of License Fee payable by the Licensee and/or exercising the right of entry described in paragraph 7 above.

10

No Assignment

The Licensee shall not assign, transfer, sub-license or otherwise dealt with howsoever, in whole or in part, the rights granted hereunder without the prior written consent of HKRIA.

11. Notices

h.

Notices
Unless the contrary is provided, any notice, demand, invoice from HKRIA to the Licensee shall be deemed to have been duly given if sent by ordinary prepaid post addressed to the Licensee at the address provided by the Licensee at the ime of its application for the License or other postal address last known to HKRIA and the date of the giving of such notice shall be deemed to be two days after the date of posting.

The Licensee may attend HKRIA's office by appointment during normal business hours to enquire whether any particular work falls within HKRIA's repertoire.

Amendment of Terms and Conditions

HKRIA shall be partitled to other amend and/or add to these Terms and Conditions as HKRIA may in its

12

Amendment of Lerms and Conditions

HKRIA shall be entitled to alter, amend and/or add to these Terms and Conditions as HKRIA may in its absolute discretion think fit without prior notice to the Licensee. The Terms and Conditions as altered, amended and/or added to shall be effective and binding on the Licensee from the date of the respective change. HKRIA shall notify the Licensee of such changes from time to time by written notice or by posting the same on HKRIA's website at http://www.hkria.com.

Law and Jurisdiction

The Licence and these Terms and Conditions shall be interpreted and construed in accordance with the laws of the HKSAR.

b. All disputes arising from the Licence and the Terms and Conditions shall be determined by the courts of the

HKSAR and the parties hereby irrevocably submit to the exclusive jurisdiction thereof.

These Terms and Conditions shall be in both the English and Chinese languages. If there is any inconsistency or discrepancy between the English and Chinese versions of these Terms and Conditions, the English version

"牌昭書

"牛效日期" 指牌照文件中所述短期活動的目期。

指香港音像聯盟有限公司。 "HKRIA" 指中華人民共和國香港特別行政區 "香港"

指 HKRIA 所頒發給持牌人的非專屬性牌照,允許持牌人於持牌場所內公開播放或授權公開 "牌照"

播放作品

"牌照文件" 指由 HKRIA 所發出命為《錄音製品及/或音樂錄像製品公開播放牌照》,載有牌照相關資料

及條款的文件。 指根據適用之收費表計算的牌照費用。

"活動期段" "持牌人" 指活動進行的時間及日子。 指牌照文件中所述的持牌人

指任何及所有由持牌人於任何時候提供予 HKRIA 有關其持牌人使用作品的細節。 指牌照文件中所述可公開播放作品的場所。 "細節"

"持牌場所, 指本條文(或經 HKRIA 不時修訂的該等條文)

"作品" 指所有不時由 HKRIA 會員擁有或代理並由 HKRIA 管理或控制在香港公開播放之錄音製

品及/或音樂錄像製品。

加坡姆州 在本條文及牌照文件的約束下,並在持牌人全數繳付牌照費後,HKRIA 自生效日期起于活動期段頒發 牌照予持牌人,有效期請參照以下第八段內容。有關 HKRIA 會員及其作品的資料可在辦公時間內在

HKRIA 辦事處查閱。 本條文並不授權持牌人作任何可能侵犯作品之任何版權的行為。

本牌照並不包括非 HKRIA 管理之作品。

權利保留

HKRIA 及/或其會員在此申明保留所有未經明確許可予持牌人的有關其擁有或控制的作品及權利。

本條文所觀任何條款,均不得解釋為授權持牌人進行以下行為:-(i) 將作品包括在廣播內、或災複製、製作複製品、重新混音、複錄、輯錄或以其他方式處理作

品,或因任何理由作任何其他可能構成侵犯作品版權的行為;或

(ii) 公開播放任何未經授權複製的作品。 持牌人明確承諾並保證將不會進行上述第 3b 段所列的行為。

HKRIA 及其會員在此申明保留所有追討未經授權或侵犯其知識產權的行為的權利及賠償。

細節

持牌人保證所提交的各項細節均真實準確,並不會在任何方面誤導他人。

如有任何細節上的更改,持牌人承諾於活動日期前最少十丁作天內書面誦知 HKRIA。

循路牌昭

所繳付之牌照費乃根據 HKRIA 行使其絕對酌情權而訂立為適用之收費表計算。 除另有不同規定外,持牌人須在活動期段開始前的七天內全數繳付牌照費(不得抵銷)。

持牌人在牌照年度所繳付的牌照費將不受任何作品數量的更改而受影響。

**收費表則例** 

收費表內各項規定應被視為本條文的一部分。

HKRIA 有權在任何時間對收費表自行加以更改、修改、刪除、增訂及/或作出其他改變。

HKRIA 保留取消有關的收費表並代之以 HKRIA 認為適用之新收費表之權利

谁入權

持牌人須允許 HKRIA 及/或其授權代理人進出及逗留於任何持牌場所及/或其他由持牌人佔用、管理或 控制的場所,讓 HKRIA 及/或其授權代理人:

評估持牌人所提交的各項細節是否真實準確;

確定持牌人已妥為遵從本條文;及/或 確定 HKRIA 及/或其會員就作品的權利是否被侵犯或因其他原因受損。

有效期

本條文將在活動期段期間繼續生效,直到各方已將所有責任完成。

HKRIA 有權在任何以下情況出現時立即終止牌照:-

GTELLICIA 「阿か田が町立い時に下ボー 備若持牌人種反本條文之任何規定・或未能按本條文規定付款・並且經 HKRIA 以書面提出 要求後七天内仍未能對違反規定作出補救或付款;及/或 倘若持牌人並非為合併或重整而進行強制清盤或自動清盤、或與其債権人訂立債務重整協 i)

議、或有一「破產管理人」被委任接管持牌人之全部或任何部份資產、或因欠債、或成為破產、或無力償還債務結果而採取或發生相似之行動。

方均有權於活動日期前以書面通知對方終止牌照。

牌照的終止並不損害 HKRIA 常時享有對持牌人之任何權利及/或要求,HKRIA 並有權收回持牌人根據 牌照及/或本條文應繳付之款項及/或 HKRIA 及/或授權代理人的任何法律訴訟費用、其他開支或費用 包括但不限於 HKRIA 為確定持牌人應繳付之牌照費而進行的調查及/或行使上述第7條所指進入權所耗 費之費用・

不得轉讓

未經 HKRIA 事先書面同意·持牌人不得將本文賦予之各種權利全部或部份轉讓、讓與、分讓或以其他

11. 涌知

除另有不同規定外·HKRIA 致持牌人之任何通知、要求和發票,會按持牌人申請牌照時所提供的郵 遞地址或 HKRIA 所知其他最新郵遞地址,用預付郵資方式平郵寄出,即被認為已正式送達,郵寄此 類通知的兩天後即被認作送達日期。

持牌人可預約於正常辦公時間內到訪 HKRIA 辦事處查核任何作品是否屬於 HKRIA 所管理

修訂本條文

HKRIA 可憑其絕對酌情權在其認為合適的情況下對本條文作出更改、修訂及/或增減,而不會作出事先通知。一經更改,修訂及/或增減之條文即對持牌人有效及有約束力。HKRIA 將不時就修訂以書面方式 通知持牌人,或將有關資料於 HKRIA 位於 http://www.hkria.com 的網站發佈法律及管轄權

13.

牌照及本條文須按香港法律解釋。