

Dear Sir / Madam,

Tender Reference No. ATPHKTO/2023/001
Invitation to Tender for the PR and Marketing
Services Provider for the ATP
Hong Kong Tennis Open 2024

You are invited to submit a tender for the non-exclusive PR & Marketing Services Provider for the ATP Hong Kong Tennis Open (the “**Event**”) as specified in the tender documents. Please note the event name is temporary and will be updated once the title sponsor is announced in late July.

1. Your tender proposal should be submitted, in **one hard copy and one soft copy (preferably in USB flash drive) specified in the tender**, in **two separate sealed envelopes** with labels as specified in paragraph 2 below, no later than **12:00 noon on 4 August 2023** (Hong Kong time) into the tender box located at the office of **Hong Kong Tennis Open Event Management Limited (“HKTOEM”)** - Room 1021, 1 Stadium Path, So Kon Po, Causeway Bay, Hong Kong. Tenders submitted after the above time or tenders deposited at a place other than that stated above will **NOT** be considered.
2. The labels for the two sealed envelopes shall be specified as follows:
 - a. Label with “**Technical Proposal** for PR & Marketing Services Provider for the ATP Hong Kong Tennis Open 2024”
 - b. Label with “**Fee Proposal** for PR & Marketing Services Provider for the ATP Hong Kong Tennis Open 2024”

Please note that the envelope labelled with “Technical Proposal” shall **NOT** include any pricing details. Failure to do so will render the tender null and void.

3. The tenderer shall provide the completed “Company information” as provided in Annex 3 of the tender invitation.
4. In the event Typhoon Signal No. 8 (or above) or Black Rainstorm Warning is hoisted at or before 9:00 a.m. on the tender closing date, the closing time will be automatically postponed to 12:00 noon on the next working day.
5. HKTOEM is not bound to accept any proposal it may receive and may consider any proposal

based on criteria it deems appropriate at its full discretion.

6. It should be noted that HKTOEM will not be responsible for the reimbursement of any cost incurred by you for the preparation of the submission.
7. An interview session may be arranged **in August 2023** following the tender closing date at HKTOEM office. HKTOEM will inform the shortlisted tenderers the details of the interview timeslots after the tender closes on 4 August 2023.
8. All tender documents can be downloaded from the Hong Kong, China Tennis Association (HKCTA) website: <http://www.tennishk.org/en/about-us/tender-information>.
9. For queries regarding this tender invitation and/or tender process, please contact Ms. Edith Lun at 2504 8266 or via email: procurement.hkto@tennishk.org.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Lai', followed by a period.

Chris Lai
Director

Encl.

Tender Reference No. ATPHKTO/2023/001
Invitation to Tender for the PR & Marketing
Services Provider for the ATP
Hong Kong Tennis Open 2024

Please adhere the following labels on separate sealed envelopes of your submitted tender.

“Confidential”

Technical Proposal

Hong Kong Tennis Open Event Management Limited
The Tender Box
Room 1021, 1 Stadium Path,
So Kon Po, Causeway Bay, Hong Kong

Ref: No.: ATPHKTO/2023/001
PR & Marketing Services Provider for the ATP Hong Kong Tennis
Open 2024

Name of Tenderer: _____

** One hard copy and one soft copy in USB flash drive of Technical Proposal are attached.*

“Confidential”

Fee Proposal

Hong Kong Tennis Open Event Management Limited
The Tender Box
Room 1021, 1 Stadium Path,
So Kon Po, Causeway Bay, Hong Kong

Ref: No.: ATPHKTO/2023/001
PR & Marketing Services Provider for the ATP Hong Kong Tennis
Open 2024

Name of Tenderer: _____

** One hard copy and one soft copy in USB flash drive of Fee Proposal are attached.*

Tender Documents for PR & Marketing Services Provider for the ATP Hong Kong Tennis Open 2024

Employer

Hong Kong Tennis Open Event Management Limited (“HKTOEM”), a subsidiary of Hong Kong, China
Tennis Association
Room 1021, 1 Stadium Path, So Kon Po,
Causeway Bay,
Hong Kong

July 2023

1. Introduction

With the goals of furthering tennis development in Hong Kong and boosting the city's status as an international city and events hub, Hong Kong, China Tennis Association ("HKCTA") has partnered with event license holder IMG to bring an ATP men's professional tennis event to Hong Kong for the first time since 2002.

Hong Kong Tennis Open Event Management Limited ("HKTOEM"), a subsidiary of HKCTA, has thus been established to organise the ATP Hong Kong Tennis Open (the "Tournament" or the "Event"). The Tournament will receive its operating funding primarily through a to-be-announced title sponsor (a locally incorporated licensed bank), support from the HKSAR Government, and various co-sponsors. As the first ATP event in Hong Kong in more than 20 years, the Tournament is positioned to be a major draw for sports fans in the region as it forms part of one of the most established and popular sports tours globally.

The ATP 250 level tournament will be held at Victoria Park Tennis Stadium, Causeway Bay from **31 December 2023 to 7 January 2024** with total prize money of more than US\$650,000 and a 28-player singles draw. It takes place in the first week of the ATP's 2024 season and is followed by the Australian Open in Melbourne two weeks later, making it a key event in the Grand Slam preparation for players.

The Tournament name will be updated to include the title sponsor after the title sponsorship announcement (targeted for late July).

2. The Tournament

The Tournament is positioned as a high-profile, major international event featuring global stars and the highest level of professional tennis. The Tournament is a meaningful and remarkable event for Hong Kong, HKCTA and the title sponsor, being the first ATP event in the city in more than two decades and in a post-pandemic landscape, one of the highest profile new events to launch in the region. The Tournament wishes to showcase the professionalism, power and passion of the ATP players competing, whilst highlighting the fun and festivity of the event for sports lovers as well as the general public.

The overarching theme of the event is centred around 'connectivity'- connecting Hong Kong with the global community through this high-profile international event, connecting Hong Kong with the ATP Tour and men's tennis once again, connecting the title sponsor with current and potential new customers, and connecting with sports fans both local and overseas.

Its secondary theme is of 'festivity' with entertainment and an atmosphere of fun & joy being key components of the Event, and the title sponsor wishes to reach a younger demographic through the Tournament and connect with individuals from the next generation. Additionally, HKCTA and the Tournament wish to connect with the local community, and encourage participation in tennis and sports generally through CSR events, whilst also advancing elite player development through active

participation in the Tournament and inspiring future generations of players.

The Tournament will be held at Victoria Park Tennis Stadium, in which the main stadium and two additional show courts will be used to play matches, as well as courts allocated as practice courts. Matches for the qualifying rounds on 31 December and 1 January (morning) will be free of charge, with paid ticketing starting for main draw matches starting on the afternoon of 1 January onwards. The detailed match schedule and pricing details will be finalised at a later stage. Centre Court houses a maximum of 3,600 spectators, while matches held at the two show courts together can house 500 – 600 spectators. (See rough floor plan below)

Apart from the core tournament activities at the stadium, the Tournament Village will be built adjacent to the stadium which will provide food, beverages, activities and entertainment to ticket holders and the general public, with a separate marquee for VIP/Hospitality guests. The Village will embrace the fun/festivity/carnival aspects of the Tournament theme with its entertainment offerings. The intimate location of the Village, just steps away from the Centre Court stadium will provide the tournament with a convenient and connected guest and fan experience.



The tentative tournament schedule is as follows:

31 December (Sunday) – 1 January (Monday)	Singles Qualifying (16 draw – 12 matches)
1 January (Monday) – 7 January (Sunday)	Singles Main Draw (32 draw – 27 matches)
1 January (Monday) – 7 January (Sunday)	Doubles Main Draw (16 draw – 15 matches)

Matches for Main Draw are likely to be played between 2pm and 11pm with details and schedule to be finalised:

	Mon Jan 1	Tue Jan 2	Wed Jan 3	Thur Jan 4	Fri Jan 5	Sat Jan 6	Sun Jan 7
MATCH STARTING TIME*	2 pm	2 pm	2 pm	2 pm	1 pm	1 pm	1 pm

*Gates will open 1 hour before the commencement of matches

3. Our Value Proposition

The Tournament's long-term goal is to stage a high-profile, world-class international tournament that showcases the best of men's tennis, capturing the imagination of the local community as well as a global audience and shining a spotlight on Hong Kong and its status as an events, tourism and financial hub. It aims to connect Hong Kong globally whilst promoting tennis to the people of Hong Kong and encouraging sports and a healthy lifestyle through a joyful, entertainment filled spectacle. Through Tournament activities and the tournament itself, we aim to boost interest in tennis, expand our spectator fan base, and develop players at the grassroots and professional level in Hong Kong.

4. Target Audience

The key target audience includes the following:

4.1 Primary target: spectators who buy tickets to watch the tournament. They are likely amateur players participating in tennis in various private clubs and sports clubs, or sports enthusiasts. Mostly in the age range of 25 – 65.

4.2 Secondary target: Mass general public, with focus on younger people and young families. The tournament village is open to all. We aim to encourage parents to bring along children (aged 3 – 15) and promote healthy outdoor activities to primary / secondary school students.

5. Purpose of the Tender

HKTOEM is looking for interested service provider(s) to support marketing and PR services in relation to

the strategic planning, promotion of the event and solicitation of ticket sales. The purpose of the Tender is to solicit proposals to establish a contract with qualified PR and marketing service provider(s) (the “Company” or “Service Provider”) that can provide comprehensive and cost-effective PR and marketing campaigns for the Tournament to further enhance the Event’s public awareness both locally and internationally and to boost spectators’ interest and hence attendance/ticket sales for the tournament. However, based on your company’s background, experience and expertise, interested Service Providers can opt to submit a proposal for all or selected service categories as listed below in Item 7.5.

This tender document sets out all the requirements and selection criteria to be used.

6. Key Deliverables

To measure the success of our event, we will set up KPIs for our Marketing and PR partner(s). The following KPIs are tentatively set for the purpose of this tender. Final KPIs of the project are subject to further amendment:

- Centre Court Ticketing: minimum of 25% of tickets sold on 1 - 2 January (Mon & Tue), 50% of tickets sold on 3 - 4 January (Wed & Thur) and 75% on 5 - 7 January (Fri-Sun) 2024 with a measurable tracking mechanism of sold tickets via promotional activities. This is the minimum according to ATP standards.
- Total tournament attendance to exceed 60,000 for the period of 31 December to 7 January.
- Media Exposure: A total of >750 individual media mentions, (pre- and post-tournament, inclusive of all local media outlets but excluding international media) with media reports as substantiation of coverage. The total PR value should exceed HK\$36m.
- Social Media:
 - A total of ≥300 posts on Facebook Fanpage, ≥150 on Instagram and ≥150 on Twitter (TBC) and ≥150 on Threads (TBC) and > 50 posts on wechat
 - Response time to social media enquiry: within 2 hours
- Brand and Marketing Collateral Planning, Design and Production
 - Total No. of measurable recipients / viewers of the materials
 - Open Rate / Response rate

7. Tender and Proposal Contents

Tender and proposal submitted should include the following:

7.1 Company Background - Including credentials / Experience in similar events and testimonials (if any)

7.2 Staffing and Resources – Team Structure including number of staff and experience of the proposed team should be provided. Resources allocated to the event, including any outsourcing of

contracted work (in such case background and credential details of such 3rd party / parties) should also be provided. Team members who are fresh graduates or otherwise possess no prior relevant experience will not be accepted to take charge of any individual projects, and all manpower allocation plans shall be submitted and endorsed by HKTOEM.

7.3 Service Provider's experience in similar international sports events, including company role in such events

7.4 Proposal of agreement term for 1, 2 or 3 years is welcomed, but not obligatory.

7.5 Technical Proposal - In relation to the Marketing and PR services, the scope of service is divided into the following categories (**Please specify in your technical proposal which services categories you are submitting a proposal for**):

7.5.1 Overall Marketing and Creative Strategy with high level campaign design & planning

7.5.2 Public relations, media relations and ticket promotion

7.5.3 Social Media Management and Brand & Marketing Collaterals Design & Layout Development

7.5.4 Event Management and Production

Note:

- Selected Service Provider(s) is expected to commence their work as soon as the tender is granted (tentatively in August 2023). Promotional activities will officially be launched **in mid-September** as ticketing sales commence (official website & social media pages will be launched concurrently at this time to support the 1st round of early bird ticket sales). Continuous support is expected until the **end of January 2024**. Bi-weekly face-to-face progress meetings are required between the selected Service Provider and the Tournament management team (if required) during the period from awarding the contract(s) through December 2023.
- In the event of the tournament being postponed, rescheduled or subject to other changes, the appointed Service Provider(s) will be required to be flexible and adapt to the needs of the HKTOEM management team in order to deliver the required PR and marketing services of the Tournament.
- Interested Service Providers should submit their proposals in the format of a **power point presentation of no more than 30 pages in total, and no more than 7 pages for each category** based on the order of the above stated categories.

Detailed Scope of Services:

7.5.1 Overall Marketing and Creative Strategy with high level campaign design & planning

With reference to the tentative KPIs, the Service Provider is requested to develop an overall marketing and creative strategy that forms the basis of the over-arching communicating platform

of the Event. In contemplating the strategy, the Service Provider should bear in mind the following principles:

Cost-effectiveness and measurable success through digital platforms: HKTOEM is seeking strategic insights to provide an integrated digital marketing platform providing measurable ROI and insightful analytics for the Event. Joint promotion and leveraging partners & sponsors will be a key direction for the campaign.

Development of 2 Creative Concepts: HKTOEM would like to invite the interested Service Provider to develop 2 creative options: one mandated by HKTOEM while the other to be proposed by the Service Provider as considered to be the best option for the Event.

The followings are some guiding principles for contemplating the creative direction:

Creative Option 1:

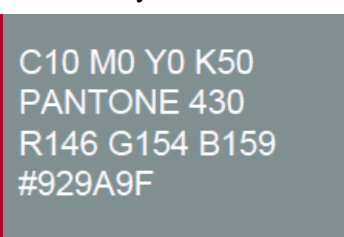
Focus on the Tournament's theme of 'connectivity,' and convey the historic importance of the return of an ATP-level event to Hong Kong. Leveraging the Tournament's status as a high-profile international event with global reach and prominence as part of the ATP Tour is key as is communicating a celebratory/happy tone to mark the return of the ATP. The creative design should also emphasise the power, passion and professionalism of the ATP players that will be competing in the event. The creative should communicate the Tournament as an exciting, experiential and joyful entertainment filled extravaganza that invites tennis fans and the mass public active to participate and encourage active living.

The main colour palate should focus on the primary red colour from the title sponsor's logo and brand identity (please refer to pantones below). This should be combined with some use of the title sponsor's secondary grey colour and use of the blue from the ATP logo and brand identity.

Primary colour



Secondary colour



Secondary colour (blue)



Creative Option 2:

Interested Service Provider is invited to propose a creative option at its own discretion that can help to integrate ATPHKTO activities and deliver the best possible results by making the tournament stand out. Given the objective to convey a fun, joyful and festive experience for the event, Service Providers are encouraged to submit a creative concept that highlight these elements, including the Tournament Village and CSR aspects to increase public awareness and

attract the general public to attend the Village and/or the Tournament.

- The appointed service provider will be required to submit two phases of creative design for HKTOEM's evaluation. The first phase will be released in conjunction with the start of ticket sales. This creative design will feature no player imagery and should be fresh, eye-catching and clearly convey the core messages of the event (mentioned under Creative Option 1). It will also be required to include essential event information and ticketing details with strong visibility.
- For phase two (tentatively estimated end of November 2023 to accompany the player announcements and press conference), the appointed Service Provider will be required to present two creatives which include player imagery as they will be the focus to draw attention and boost the ticket sales.

Service Provider is expected to provide a high-level campaign calendar with regular updates on the progress.

7.5.2 Public relations, media relations and ticketing promotion

- PR and communications plan
- Pre-tournament media exposure
- Press Releases (Bilingual)- in conjunction with HKTOEM's English copywriter, including post-event press release
- Content drafting for official website in trilingual languages (Simplified Chinese, Traditional Chinese and English)
- Update the official website and answer the enquires received from the website.
- Drafting speech for officiating guests for official events- e.g. press conference, player party, opening ceremony/trophy presentation.
- Media pitching during pre-tournament period to maximise the exposure
- Tournament on-site media accreditation and management
- Operation of Media Centre at Victoria Park during Tournament Days, including onsite media interview arrangement and results dissemination
- Pre-event media tour
- Media clippings report and daily monitoring
- Post event summary report (for newsletter – physical copy requested)
- Ticketing Promotion. A specific plan with details on how ticketing promotional activities will be carried out and measured will be required. Service Provider should make use of targeted marketing programs, joint promotions and any promotional mix that is considered practical and effective.
- Crisis Management. Crisis management will be an essential component of the Service Provider's public relations scope of work. Service Provider should include all costs relating to any potential crisis management works in their submission. If for any reason (please specify) additional costs are proposed to be charged relating to crisis management, the

Service Provider should clearly state what costs would be charged, and this will be taken into consideration during the tender evaluation.

- PR for additional entertainment elements, such as a celebrity event, mini-concerts and performances before or during the tournament period, subject to confirmation. If these events are held, the Company will be required to create and execute engagement activities or strategies to promote the entertainment elements to drive public interest and attendance.

7.5.3 Social Media Management and Brand & Marketing Collaterals Design & Layout Development

(a) Social Media Management

- Social media posting & engagement plan and execution, including fanpage, Instagram, Twitter, Threads, WeChat, YouTube etc.
- Social media support: layout development, promotional activities, content planning and copywriting in conjunction with HKTOEM's English copywriter, video filming and editing for social media posts with video length below 1 minute (approx 8-10 videos needed from August to December)
- Social media listening and monitoring from appointment until end of January. Provide the protocols and guidelines for responding to negative messages and for the overall social media handling.

(b) Brand & Marketing Collaterals Design & Layout Development

- Collaterals (creative development, layout and adaption) (including event posters, official partner / ticketing agency's online banners, e-Invitations, promotional leaflet, eDM for event activation / joint promotion with official partners, etc.)
- Promotional posters to be distributed to private clubhouses, LCSD venues, etc.
- LCSD banners & Giant Banners (adapted from the key visual)
- Souvenir Programme booklet
- Leaflets for Players Bio (if required as separate from Souvenir Programme booklet)
- Other adaptations for tournament usage e.g. accreditation passes
- Event merchandised items (proposal of merchandised items with design development and production costs will be under other budget)

The above list is not exhaustive and there will be additional items to be confirmed at a later date. The above adaptations of the creative design may require several rounds of adjustments and turn-around time may be same-day in certain circumstances.

7.5.4 Event Management & Production

Planning, Logistics and production management (including Event/hospitality-related signage, décor, backdrops, etc.) of the following events:

- Pre-event Press Conference (Date TBC)
- Players' Party (date TBC)
- Opening Ceremony or any other event that can draw public awareness and attendance (an Opening Ceremony is not mandatory, Service Provider is welcome to come up with any idea to serve the purpose)
- Prize Presentation Ceremony (afternoon/evening of 7 January 2024 at Centre Court)
- (Tentative) One CSR Flagship Fund Raising Event during the tournament period (should be within first 4 days of event)- this event is currently unconfirmed
- Any activities which leverage on players to promote the event that take place outside the tournament venue during the tournament week. HKTOEM expects the Company to also allocate resources for event management which are not currently listed out in the tender document.

7.5.5 Reporting Requirement for All Service Categories:

The Selected Service Provider needs to submit required reports as requested by HKTOEM in a timely manner. A list of relevant and major reports includes the following:

- a. Post-Event Evaluation Report – to be submitted within 7 days after the tournament
- b. News Clippings Report (soft copy) – to be submitted on the next day following the PR event (or any event) no later than 11am;
- c. News Clipping Report (hard copy) – to be submitted within 3 days after the event;
- d. Media Attendance List – to be submitted on the next day following the PR event (or any event); need to include media outlet's Name, Contact Person, Contact No. and Email Address;
- e. Post-Event PR Report – to be submitted within 7 days after the tournament;
- f. Social Media Coverage Report - to be submitted within 14 days after the tournament;
- g. Players' Social Media Coverage Report to be submitted within 14 days after the tournament;
- h. Any relevant reports provided by 3rd party media agency (if any);
- i. Archived / photobank / videoclips of all photos / videos taken for the events (if any).

7.5.6 Procurement Requirement for All Services Rendered by Sub-Contractors:

With the objective of ensuring openness, fairness and value for money, the selected Service Provider, when procuring sub-contractors who are in any way involved in the Event, shall exercise the utmost prudence in selecting the sub-contractor to carry out the Event in an open, unbiased, fair and competitive manner. Service Provider should provide document proof on

such exercise. Please find the table below as reference for the procurement procedures as required by the HKTOEM.

Monetary Level	Quotation/Tender obtained	Approving Authority
HK\$5,000 or below	1 quotation only	Acceptance of an offer can only be approved by another officer not lower than the rank of the officer calling the quotations
> HK\$5,000 to HK\$50,000	At least 2 quotations	Acceptance of an offer can only be approved by another officer not lower than the rank of the officer calling the quotations
> HK\$50,000 to HK\$1,430,000	At least 5 written quotations	Acceptance of an offer can only be approved by another officer not lower than the rank of the officer calling the quotations
>HK\$1,430,000	Adopt open and competitive tendering procedures and accept the lowest conforming bids	Appoint a tender board of not less than 3 persons to consider and decide on the acceptance of tender or advise on the acceptance of tenders

If the Service Provider cannot obtain the required number of quotations or the lowest conforming bid is not selected, full justification must be given and properly documented.

7.6 Optional Services

HKTOEM would like to also invite interested service providers to provide the following service:

7.6.1 Additional Media event / Marketing event – the Company to propose a media event / marketing event or campaign with a budget of HK\$500K in their proposal (location is not limited to Centre Court & Village). The key element is that the event should have a ‘wow factor,’ preferably with a well-known celebrity or by leveraging other means to attract the mass public (i.e. not sports fans) to the event and execute more engagement between the event as well as the title sponsor in order to promote both. The format types welcomed could include but are not limited to a celebrity tennis match, mini-concerts or performances with celebrities or a brand new media and/or digital activity which can engage more of the public. However, HKTOEM will, at its sole discretion, decide whether to include this programme, partially or completely, in the final contract. Sufficient ROI projection will be required.

8. Budget and Fee Proposal

The planned budget for this contract should include all 3rd party fees and production fees (but excluding the venue rental fees for any proposed events). The total amount in any case (excluding optional service) should NOT exceed HK\$2.156 million. Details as below:

Service Category	Planned Budget (HK\$)
7.5.1 Overall Marketing and Creative Strategy with high level campaign design & planning	\$200,000
7.5.2 Public Relations, Media Relations & Ticketing Promotion	\$696,000
7.5.3 Social Media Management and Brand & Marketing Collaterals Design & Layout Development	\$600,000
7.5.4 Event Management & Production	\$660,000
Total	\$2,156,000

Under each service category, Service Provider in its quotation and final invoice **MUST** provide itemised breakdown with details of costs and charges. Clear breakdown such as the following must be provided:

- professional fee for layout and artwork development;
- commission fee(s);
- administration, delivery and service charges;
- 3rd party costs;
- production costs;
- printing costs;
- rental fees for equipment or any required items;
- etc.

The items and services listed in Section 7 can be managed by more than one appointed Service Provider. HKTOEM can, at its sole discretion, decide to engage different Service Providers to provide PR & Marketing Services and to include or take out any item/event/project, partially or completely, in the final contract. Interested Service Providers should take this into account and provide the best estimated quotation in the Fee Proposal for each section individually bearing in mind not all services/items/events/projects may be awarded to the same Service Provider.

9. Tender Selection Criteria

The selection of the winning proposal will be based on the respective applicants' score out of 100 for the following areas:

Applicable to services categories under 7.5.1, 7.5.2, 7.5.3, 7.5.4

Ability to meet the scope of work:	30%
Qualifications and Experience	20%
Demonstrated capability	20%
Price (exclude optional items)	30%

The criteria that will be used to assess the Company's Ability to meet the scope of work will be as follows:

- a) Demonstrate strategies (with detailed objectives and schedules) to maximise the awareness, both locally and internationally, as well as increasing spectator attendance

The criteria that will be used to assess the Company's Qualifications and Experience will be as follows:

- a) Company's experience in relevant events
- b) Qualifications and expertise of staff involved in this event

The criteria that will be used to assess the Company's Demonstrated capability will be as follows:

- a) Examples of relevant past projects in international and/or sports events showing the quality and ideas employed to develop and execute a PR & marketing service that excelled in driving awareness and created positive impressions
- b) Any references / testimonials provided

10. Others

10.1 Offering Gratuities

- a) Company shall not, and shall procure that his employees, agents and sub-contractors shall not, offer an advantage as defined in the Prevention of Bribery Ordinance, (Cap 201) in connection with the tendering and execution of the PR & Marketing Services contract(s).
- b) Failure to so procure or any act of offering advantage referred to in (a) above committed by Company or by an employee, agent or sub-contractor of the tenderer shall, without affecting the Company's liability for such failure and act, will result in its tender being invalidated.

10.2 Anti-Collusion

- a) Company shall not communicate to any person or entity other than HKCTA and HKTOEM the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not tender or otherwise collude with any other person in any manner whatsoever in the tendering process. Any breach of or noncompliance with this sub-clause by Company shall, without affecting the Company's liability for such breach of rules and laws or non-compliance, invalidate the tender.

- b) Sub-clause (a) of this Clause shall have no application to the Company's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his consultants / sub-contractors to solicit their assistance in preparation of tender submission.
- c) Company shall submit to HKTOEM a duly signed warranty in the form set out in Annex 2 to the effect that he understands and will abide by these clauses. The warranty shall be signed by a person authorized to sign the contract on Company's behalf.
- d) Any breach of any of the representations and/or warranties by Company may prejudice Company's future standing as a HKCTA and its affiliate's contractor.

10.3 License

- a) PR & Marketing Services Provider shall secure and pay for any such licenses and comply fully with any and all applicable laws, ordinances and regulations for the services provided under the PR & Marketing Services agreement(s).
- b) PR & Marketing Services Provider shall be liable to all damage to any property in the event venue arising from the provision of offsite catering service due to the negligence of the tenderer or its employees.

10.4 Insurance

- a) PR & Marketing Services Provider shall take out and maintain adequate public liability insurance with a reputable insurance company to cover all of its liabilities under ordinances, statute or at common law in respect of personal injury to or death of any person and loss of damage to property, whether real or personal, as a result of the provision of the services under the PR & Marketing Services agreement(s) with a minimum limit of HK\$50 Million per incident.
- b) PR & Marketing Services Provider shall take out and maintain Employee's Compensation Insurance to cover all of its liabilities under the ordinance, statute or at common law for all persons employed by PR & Marketing Services Provider in the provision of services under the PR & Marketing Services agreement(s).

11. Expression of Interest

Company shall submit to the Hong Kong Tennis Open Event Management Limited a duly signed Expression of Interest in the form set out in Annex 1 to confirm that the information provided in all the submitted documents are true, complete, accurate and not misleading.

12. Terms & Conditions

12.1 Awarding of Tender

All tender applications satisfying the requirements of this request for proposals will be evaluated to establish which of the applicants' proposals would best fulfill the needs of HKTOEM and the Event.

This tender document, however, does not commit the HKCTA nor HKTOEM to award a contract, to pay any costs incurred in the preparation of the tender application or a contract for the goods and/or services offered. HKTOEM reserves the right to accept or reject any or all tender applications received as a result of this tender document, to negotiate with all qualified tenderers or to cancel this tender, if it is in the best interests of the HKTOEM to do so. The decision of the HKTOEM shall be final.

12.2 Postponement of Tournament

In the event that the tournament is postponed or rescheduled to alternative dates, the appointed Service Provider(s) will be required to adjust and reschedule the overall PR and marketing plan and services accordingly. In such an instance, the appointed Service Provider will not be entitled to receive any compensation or charge any additional service fee, unless otherwise agreed with HKTOEM in writing.

12.3 Cancellation of Services

In the event that HKTOEM cancels all or part of the confirmed scope of works of the appointed Service Provider(s) due to the cancellation of the tournament or for any other reason, HKTOEM reserves the right to solely determine the cancellation fee(s) paid to the Service Provider(s), if any.

Annex 1: Expression of Interest

_____ wishes to register interest and apply to be a
(insert name of organisation)

supplier of the ATP Hong Kong Tennis Open 2024. I confirm that the information given in the submitted proposal documents are true, complete, accurate and not misleading.

Authorised Signature: _____

Print Name: _____

Title: _____

Date: _____

Annex 2 - Warranty

To: Hong Kong Tennis Open Event Management Limited

Dear Sir/Madam,

Warranty

1. By submitting a proposal, the applicant represents and warrants that in relation to the proposal for PR & Marketing Services Provider for the ATP Hong Kong Tennis Open 2024,
 - i. it has not communicated and will not communicate to any person or entity other than the Hong Kong, China Tennis Association and Hong Kong Tennis Open Event Management Limited the amount of any proposed price;
 - ii. it has not fixed or will not fix the amount of any proposed price by arrangement with any person;
 - iii. it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a proposal; and
 - iv. it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the request for proposal process.
2. In the event that the applicant is in breach of any of the representations and/or warranties in Clause (1) above, Hong Kong Tennis Open Event Management Limited shall be entitled to, without compensation to any person or liability on the part of the Hong Kong, China Tennis Association and Hong Kong Tennis Open Event Management Limited:
 - i. reject the proposal submitted;
 - ii. if the Hong Kong Tennis Open Event Management Limited has accepted the proposal, withdraw its acceptance of the proposal; and
 - iii. if the Hong Kong Tennis Open Event Management Limited has entered into the contract with the applicant, terminate the contract.
3. The applicant shall indemnify and keep indemnified the Hong Kong, China Tennis Association and Hong Kong Tennis Open Event Management Limited against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties in Clause (1) above.
4. Clause (1) shall have no application to the applicant's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the proposed price, or with its professional advisers, and consultants or sub-contractors to solicit their assistance in preparation of proposal submission. For the avoidance of doubt, the making of a bid by a bidder to

the Hong Kong Tennis Open Event Management Limited in public during an auction will not by itself be regarded as a breach of the representation and warranty in Clause (1)(i) above.

5. The rights of the Hong Kong Tennis Open Event Management Limited under Clauses (2) to (4) above are in addition to and without prejudice to any other rights or remedies available to it against the applicant.

Authorised Signature & Company Chop: _____

Name of Person Authorised to Sign (in Block Letters): _____

Name of Applicant in English (in Block Letters): _____

Date: _____

Annex 3: Company Information

- 1 Name of Company (English) : _____
(Chinese) : _____
- 2 Registered Office : _____

- Postal Address : _____
(If different from above) _____
- 3 Web-site : _____
- 4 Business Registration Certificate No. : _____
(Please attach a copy)
- 5 Date of Commence of Business : _____
- 6 Contact Person
- (a) Name : _____
- (b) Title & Department : _____
- (c) Direct line : _____
- (d) Email address : _____

Signed for and on behalf of the Company :

Signature and Company Chop : _____

Name in Block Letters : _____

Position : _____

Date : _____