



# Unleash Your Creativity 2014

## Foreword:

TVB is committed to unleash all creativity in 2014 by calling on all independent local producers and production companies to produce original TV shows which will be broadcast on TVB. Our mission is to encourage friendly competition, to attract diverse creativity backed by quality and innovation, to give our audience what they want, and to raise the benchmark of television productions.

## Program Requirements:

- 1) Subject matters that young viewers care about
- 2) Concepts that are interesting, fresh and creative
- 3) Solid content with a positive message
- 4) Sustainable and able to be serialized
- 5) Truthful, accurate and in compliance with all laws

## Program Format:

30-minute shows with no format restrictions, including but not limited to drama, animation, music, entertainment, documentary, travel, food, talk, reality, game, etc.

## Recruitment Procedures:

- 1) Interested production units must submit a proposal detailing the show's subject matter, concept, content, message, format, feasibility and production schedule and budget. May also include past projects or resume for reference. Proposals may be filmed, drawn, written, etc.
- 2) After screening all proposals, TVB will interview potential candidates.
- 3) Chosen production units will receive a preset production budget regardless of program format, and must finish a pilot episode for review within a specified time frame.
- 4) Production units will be responsible for all stages of program production. TVB will provide guidelines only and will not participate in production in any way.
- 5) Upon completion, all pilot shows will be broadcast in serial format in summer 2014.
- 6) The shows will be shortlisted and chosen according to their ratings performance, word-of-mouth, and internal reviews. TVB will then commission the production unit to produce the show in a serial format.

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## Application Form

Name (Chinese, if any) :	(English) :
Corresponding Address :	
Contact Phone Number :	
Date of Birth :	Age :
Place of Birth :	Nationality :
ID number :	
Passport Type (if applicable) :	Passport Number :
Email Address :	
Brief introduction of your program concept :	
<p>I hereby declare:</p> <ul style="list-style-type: none"><li>- I have read and agree to comply with the terms and conditions on the “Unleash Your Creativity 2014” application form, and that all information above is true and correct.</li><li>- I have read and understand the content of this application form.</li></ul>	
Signature of Participant : _____	
Name of Participant (representative) : _____	
Date : _____	

## Terms and Conditions

By submitting your programme proposal ("Proposal"), you agree to be bound by the following terms and condition ("the "Agreement"):

1. For a candidate who is an individual, you must be 18 or above and holder of Hong Kong Identity Card.
2. For a candidate who is a company or a group, you must submit to us valid business registration certificate (for a company) and the names of the production team members.
3. All staff of TVB and/or its subsidiaries and/or affiliated companies and their respective immediate family members are not eligible to participate in this Competition.
4. The Proposal and its content must be the original work of the candidate and has not been published or awarded for any prize. The candidate shall be the copyright owner of the Proposal and its content. If the candidate is not the creator and the copyright owner (or the sole creator and copyright owner) of the Proposal, its content and idea, candidate shall have obtained all the required authorization, approval, consent and/or permission from all the creators or copyright owners, all authors and performers of the programme at the time the Proposal is submitted in order to enable TVB to freely exercise its rights under this agreement.
5. After receiving the Proposals, TVB will select from candidates first round entrants who will be interviewed by the panel judges. TVB will notify all first round entrants on or before April 30, 2014. Candidates who fail to enter the first round will not be notified otherwise.
6. A winner or winners ("Winner") will be selected by the panel judges after the interview. Winner is required to produce and submit the first episode of his/her programme ("Work") as a programme preview in accordance with TVB's request (including but not limited to the programme length and format, etc.) and at such date as requested by TVB.
7. Candidate warrants that, whether he/she could enter the first round or not, he/she shall keep all contents of the Proposal confidential, e.g. not to disclose or publish the Proposal's contents, not to authorize or assign any rights related to the Proposal (or any part thereof) to third party. Candidate should keep the aforesaid confidential upon the creation of the Proposal and (i) until April 30, 2014, if he/she fails to enter the first round; or (ii) until 6 months from the time of submission of the Proposal if he/she could enter the first round but fails to become Winner; or (iii) until the expiry of the confidential period under clause 11 of this Agreement if he/she is the Winner.

8. TVB will subsidize Winner fees by installments for producing the Work. Winner shall be solely responsible for the production of the Work. TVB may offer guidelines, but will not take part in the production process. However, this clause does not restrict TVB's right to edit the Work in compliance with relevant broadcast laws and ordinances, TVB's broadcast arrangement and/or promotion strategy.
9. Winner guarantees that TVB's use of his/her Proposal and Work, including but not limited to recordings, musical compositions, visual and/or audio works, music scores, lyrics, individual or group performance, multimedia works and other artistic works and materials will not infringe any third party's rights.
10. By submitting the Work to TVB, Winner agrees to grant TVB the right to copy, modify and edit the Work. TVB shall also have the right to broadcast and/or publish the Work in any format, technology, media and means.
11. Winner shall not disclose his/her Work, or assign/license/release any right of its Work (or any part of it) to any third party upon creation of the Proposal until (i) 6 months after the first broadcast of his/her work on TVB platform or (ii) 18 months after his/her submission of the Proposal to TVB (whichever is later).
12. TVB will have the first option to negotiate with Winner on the other rights of the Work and production of the subsequent episodes of the Work or series of the Work within 6 months after the first broadcast of the Work. However, TVB hereby disclaims that it has any obligation to purchase or produce the subsequent episodes or series of the Work.
13. Winner warrants that the Work does not contain any illegal, harmful, obscene, vulgar, pornographic, indecent, defamatory, discriminatory or disgusting content or otherwise infringing third party's copyright and privacy.
14. Winner warrants that the Work does not contain any advertising promotional or publicity materials
15. TVB has the right to collect the candidate's personal information for verifying the candidate's identity, liaison and handling issues related to the Competition, and may be used by TVB to promote its business without first obtaining the candidate's consent or payment to the candidate. The candidate has the right to request a copy of his/her personal information kept by TVB upon request; and if the candidate is aware that his/her personal information submitted to TVB is incorrect, he/she must request for amendment immediately.

The Candidate may refer to TVB's Personal Information Collection Statement and privacy policy: <http://corporate.tvb.com/html/privacy.html> .

16. The candidate warrants that he/she shall be responsible for all liabilities and risks incurred as a result of his/her participation in the Competition. The candidate agrees to disclaim TVB's liabilities and responsibilities from any losses, damages, claims, litigation and other legal responsibilities caused by or as a result of the candidate's participation of the Competition and/or relevant production.
17. If TVB discovers that any candidate commits fraud in his/her submission of the Proposal and/or Work, or jeopardizes, damages or affects the Competition's fairness or smooth operation, TVB reserves all right to disqualify the candidate without prior notification, and shall reserve its rights to claim the candidate damages and loss suffered or incurred by TVB.
18. The candidate agrees to indemnify TVB against any third party's claims, losses, damages, litigation fees and other expenses caused by: (i) the candidate's submission of Proposal and/or Work; (ii) the candidate's breach of the Competition rules and these terms and conditions; (iii) the candidate's infringement of third party's rights, including but not limited to intellectual property rights; or (iv) the submission of candidate's Proposal and/or Work which leads to any losses of third party.
19. The candidate warrants that all declarations and warranties herein are true.
20. The candidate agrees that TVB reserves the right to have the ultimate interpretation or amend these terms and conditions from time to time.
21. TVB's decision on the Competition is final and binding. The candidate will not demand for an appeal or review TVB's decision.
22. The Proposal and Work submitted to TVB will not be returned to the candidate.
23. The Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong SAR. The parties agree to be subject to the exclusive jurisdiction of the courts of Hong Kong SAR in case of disputes.
24. If you are entering the Competition on behalf of a company or a group, you hereby warrant that you have the authority to represent the company or group to accept all terms and conditions herein, and you further warrant that all members of the company or agree to be bound by the terms and condition herein.