

10. NOTICES 注意

- 10.1 The notice under this license must be given in writing to the Applicant through the following channels:
與本牌照合約有關的通知，必須以書面形式，通過以下途徑給予申請人：
- (a) sending by post to the address provided by the Applicant; or
以郵遞方式給予申請人提供的地址; 或
- (b) being sent by fax to the fax number provided by the Applicant, and the notice, under Clause 10.2, will be deemed to have been received by the Applicant.
通過傳真方式寄往申請人的傳真號碼，而該通知將根據第10.2項條款被視為已被申請人收到。
- 10.2 The fax is deemed to have been received on production of a transmission report issued by the machine from which the fax was sent which indicates that the entire fax has been sent to the fax number provided by the Applicant.
所述的傳真被視為已收到，是根據由傳真機器發出的傳輸報告，當中列明傳真內容已被全部發送到申請人提供的傳真號碼。
- 10.3 MACA reserves the rights for final decision.
如有任何爭議，MACA保留最終決定權。
11. MISCELLANEOUS 其他事項
- 11.1 MACA has the right to pursue any breach of the terms of this license contract or any breach of license contract stipulated in this license contract. MACA also has the right to recover from the Applicant the outstanding license fees, the losses suffered by MACA due to the Applicant's failure to perform other terms of this license contract, the administrative, legal, and other costs incurred in recovering the license fees.
MACA有權追究任何違反本牌照合約條款或任何與本牌照合約中規定的違約行為；MACA亦有權向申請人追討尚未履行的牌照費用、因申請人不履行本牌照合約的其他條款而導致MACA遭受的損失、因追討牌照費用而產生的行政、法律及其他費用。
- 11.2 This license contract is for individual Applicant. Without MACA's written consent, the Applicant must not assign, transfer, sub-license or other means to transfer all or part of the rights in this license contract. 本牌照合約是針對申請者個體的。如沒有MACA的書面同意，該申請人不得分配、轉讓、次級許可或以其它方式移轉本牌照合約之全部或部份權利。
- 11.3 MACA has the right to adjust the annual copyright fees payable by the Applicant in the relevant year based on the average of the consumer price index from October of previous year to September of current year which is published by DSEC. In addition, this license contract can only be amended upon written consent by both parties.
MACA有權根據由澳門特區政府統計暨普查局公佈的前一年十月至當年九月的綜合消費物價指數所計算出的平均數，調整申請人於有關年度應繳付的牌照費用，除此之外，本牌照合約僅接受由雙方以書面方式作出的變更。
- 11.4 The terms in the license contract are formulated in accordance with the current laws of Macau Special Administrative Region. In case of dispute, the courts of Macau have jurisdiction.
本牌照合約條款按照澳門現行法律制订，如有爭議，澳門法院具管轄權審理。
- In this license contract, in case of discrepancies between Chinese and English version, the Chinese version shall prevail in all respects and interpretations.**
在本牌照合約中，中文及英文版本如有歧義，以中文版為準。

Macau Association of Composers, Authors & Publishers 作曲家、作家及出版社協會

Address 地址：
Alameda Dr Carlos d'Assumpção No.258, Praça Kin Heng Long C10, Macau
澳門宋玉生廣場258號建興龍廣場10樓C座

Tel. 聯絡電話：
(853) 2888 2380

Official Website 官方網站：
www.maca.org.mo

Fax 傳真：
(853) 2888 2597

Email Address 電郵地址：
licensing@maca.org.mo

- 5.2 In any such proceedings where a notice of invoice stating the license fees calculated and payable in accordance with the terms of the license contract has been sent out to the Applicant, such notice or invoice shall be evidence that the sum therein mentioned is the sum that Applicant is liable to pay MACA.
一旦發票發予申請人，該發票之效力隨即生效。如須行使法律途徑，該發票將成為證據，申請人須向MACA支付該發票上列明金額之總和。
6. TERMINATION OF THE LICENSE CONTRACT 牌照合約終止
MACA has the right to give the Applicant a notice of immediate termination of the license contract and will not refund the license fee and the administrative, legal and other costs that may result from it, if the Applicant:
MACA有權向申請人發出立即終止牌照合約的通知，並且不會向申請人退回牌照費用及有可能由此引致的行政、法律及其他費用，如果申請人：
(a) fails to settle the license fee as referred in Clause 3 within 30 days from the date of MACA's invoice, but after termination of the relevant license contract, MACA still has the right to recover the outstanding license fee from the Applicant, and the Applicant also needs to pay MACA the administrative, legal, and other costs incurred in recovering the license fees;
未能發票日期起30天內繳納第3項所指的牌照費，但終止有關牌照合約後，MACA仍然有權向申請人追討尚未履行的牌照費用，申請人亦需要向MACA支付因追討牌照費用而產生的行政、法律及其他費用。
(b) breaches any other terms of this license contract and fails to remedy the breach within 7 days after being requested in writing by MACA;
違反本牌照合約任何其他條款以及未能在MACA發出違例通知書的7天內糾正;
(c) being a corporation, is not forced or voluntarily goes into liquidation due to a merger or reorganization, or the Applicant and creditors have mutually agreed to settle the debt, or if a "bankruptcy administrator" is appointed to take over all or part of the Applicant's asset, or take similar action as a result of a debt, or becoming bankrupt, or insolvent; or
作為一個企業，非因合併或重組而進行無論是強制或自願清盤、或申請人與債權人互讓了結債務、或有一"破產管理人"被委任接管申請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; 或者
(d) being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors.
作為一個個體，倘若採取任何破產的行為或與債權人共同訂立方案。
7. RIGHT OF ENTRY 考察之權利
- 7.1 MACA staff have the right of full entry in the Event for inspection at any time during the public performance.
MACA工作人員有權於活動期間隨時進場進行考察。
- 7.2 Applicants are required to submit no less than two complimentary tickets of the events for MACA's inspection after applying for the license. If the Applicant fails to provide complimentary tickets, MACA reserves the right to charge the Applicant for the ticket purchased and all costs incurred.
申請人須於申請牌照後提交不少於兩張門票以供MACA進行考察。如申請人未有提交門票，MACA保留向申請人收取購買門票以及所衍生之所有費用之權利。
8. NO ASSIGNMENT 不可轉讓
Without MACA's written consent, the Applicant must not assign, transfer, sublicense or other means to transfer all or part of the rights in this license contract.
申請人不得在沒有MACA的書面同意下，進行分配、轉讓、次級許可或以其它方式移轉本牌照合約之全部或部份權利。
9. DEFINITIONS 定義
In this license contract:在本牌照合約中:
Works within MACA's repertoire refers to all musical works managed by MACA in Macau, including (but not limited to) musical works managed by Collective Management Organizations that have signed reciprocal agreements with MACA and registered in Macao Economic Bureau, and the musical works in the song query system provided on the official website of MACA (<http://www.maca.org.mo>).
MACA的曲目範圍是指在澳門由MACA所管理的所有音樂作品，當中尤其包括（但不限於）在澳門經濟局中已登記的與MACA存有互惠協議的集體管理組織所管理的音樂作品，以及在MACA官方網站<http://www.maca.org.mo> 所提供的歌曲查詢系統中所記錄的音樂作品；
Signal transmission refers to the transmission of information in the transmission medium as an analog or digital signal.
信號傳輸是指將信息在傳輸介質中以模擬或數字信號進行傳輸的方式。
- Invoice** refers to the payment notice issued by MACA in response to the Applicant's consent to the application to enter into the license contract.
發票是指MACA因同意申請人向其發出的訂立牌照合約之申請而發出的繳付牌照費用的付款通知書；

Music Public Performance License Application - One-Off Musical Event

音樂播放牌照申請表 短期活動

Please complete the relevant section(s), sign, chop and return to MACA: 請填寫以下相應的部份並簽署, 蓋章及交回MACA:

- By Post 郵寄: Alameda Dr Carlos d’ Assumpção No. 258, Praça Kin Heng Long C10, Macau; 澳門宋玉生廣場258號建興龍廣場10樓C座
- By Email 電郵: licensing@maca.org.mo
- By Fax 傳真: (853) 2888 2597

The permit license as applied for shall be granted and an agreement deemed to have been made upon the acceptance and execution of this application by MACA. MACA may refuse to accept the application where information contained in this application form is inaccurate or incomplete. 本會保留此申請的最終決定權, 並有權因資料不全或不實而退回申請。

I/We apply for a permit license from MACA which, subject to the terms as set out on this page and overleaf, for authorising the performance in public musical works within MACA's repertoire, in the venue / event and by the means and method(s) as described below. 本人/本機構根據本頁及背頁的條款向MACA申請授權本人/本機構於以下描述之場所/活動使用MACA管理之曲目。

Where multiple venues/events are covered under this application, a schedule must be attached providing the relevant details of each venue/event. 如有多於一個場所/活動, 必須以附件形式提交相關額外場所/活動資料。

1. PARTICULARS OF PERMIT LICENSE HOLDER 持證人資料

Name of Company/Institution 公司或機構名稱

Address of Company/Institution 公司或機構地址

Business/ Institution Registration Certification No. 商業或社團登記號碼

2. CONTACT INFORMATION 聯絡人資料

Name (1) 聯絡人姓名(1)

Position (1) 聯絡人職位(1)

Contact No. (1) 聯絡人電話(1)

Email Address (1) 電郵地址(1)

Name (2) 聯絡人姓名(2)

Position (2) 聯絡人職位(2)

Contact No. (2) 聯絡人電話(2)

Email Address (2) 電郵地址(2)

3. PARTICULAR OF EVENT 活動詳情

Name of Event 活動名稱

Date(s) of Event 舉辦日期

Venue 舉行地點

Booth Number (if applicable) 攤位編號 (如適用)

Booth Size (Music Audible Area) (sq.ft.) 攤位面積(播放音樂之範圍)(平方尺)

Opening or Closing Ceremony, Speech Days, Seminars, Sports Meets, Road Shows 開幕或閉幕典禮、演講會、研討會、運動日、路演

Concert 演唱會

Talk Shows 訪談表演

Dance Parties, Disco Nights 舞會、的士高派對

Fireworks 煙花表演

Exhibitions, Trade Fair 展覽會、展銷活動

Bus/Tram Parade (No. of bus) 花車巡遊 部車

Fashion Shows 時裝表演

Film Premier 首映禮

Public Screening 電影公映

Musical Event 一般音樂活動

Variety Show 綜合表演

Student Activities held in School Campus 於校園內舉辦之學生活動

BGM in Retail Shops, Department Stores & Other Common Area 在零售商鋪、百貨商店及場所公共區域的音樂播放

Live Music Performance 現場音樂演奏

Minutes/Session 分鐘/場

Estimated No. of Attendance/Session 預計出席人數 人/場

Background Music (Mechanical Performance) 背景音樂(機械性演奏)

Minutes / Session 分鐘/場

Remark 補充說明

4. HOUSE RECEIPTS 門券

No 無

Aggregate Venue Hiring Charges (Including any charges for reimbursable and miscellaneous charges) 綜合場租 (包括其他雜項支出)

Yes 有

Ticket Price 票價

Full House Receipts Value 全場門券收入

Normal Value, Complimentary and Discounted Ticket (Original Value) 贈券及優待券總面值 (原來價值)

5. SIGNED AS AGREED 同意並簽署

I / our institution / our company has read and agreed to the terms and conditions stated in the overleaf license contract, the standard tariffs published on the MACA official website and all attachments. 我/本機構/本公司已閱讀並同意於背頁陳述的牌照合約的條款、細則、公佈於MACA官方網站的牌照標準收費表及一切的附件。

(Signature -- Please sign by the person with authority to represent the company or institution) (簽名 -- 由具權限代表本公司或本機構之人士簽署)

(Company/ Institution Stamp) (公司/機構印章)

(Print Full Name) (正楷姓名)

(Date) (日期)

(MOP 澳門幣)

(MOP 澳門幣)

INTERNAL USE ONLY

(Application Number) (Tariff Type) (MACA Staff)