

New Media refers to a web or mobile platform originating in or available in Macau.

新媒體 是指源自澳門或可於澳門使用的網路或移動平台。

9. NOTICES 注意

9.1 The notice under this LICENSE AGREEMENT must be given in writing to the Applicant through the following channels:

與本許可合約有關的通知，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 or email to the fax number or the email address provided by the Applicant, and the notice, under Clause 9.2, will be deemed to have been received by the Applicant.

通過傳真或電郵方式寄往申請人的傳真號碼或電郵地址，而該通知將根據第 9.2 項條款被視為已被申請人收到。

9.2 The fax or email is deemed to have been received on production of a transmission report issued by the machine from which the fax was sent or an email delivery record which indicates that the entire fax or email has been sent to the fax number or email address provided by the Applicant.

所述的傳真或電郵被視為已收到，是根據由傳真機器發出的傳輸報告或已發送郵件的記錄，當中列明傳真內容或電郵內容已被全部發送到申請人提供的傳真號碼或電郵地址。

9.3 MACA reserves the rights for final decision.

如有任何爭議，MACA 保留最終決定權。

10. MISCELLANEOUS 其他事項

10.1 MACA has the right to pursue any breach of the terms of this LICENSE AGREEMENT or any breach of terms stipulated in this LICENSE AGREEMENT. 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 AGREEMENT, the administrative, legal, and other costs incurred in recovering the license fees.

MACA 有權追究任何違反本許可合約條款或任何與本許可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許可費用，因申請人不履行本許可合約的其他條款而導致 MACA 遭受的損失，因追討許可費用而產生的行政、法律及其他費用。

10.2 This LICENSE AGREEMENT 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 AGREEMENT. 本許可合約是面向申請者個體的，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許可合約之全部或部分權利。

10.3 MACA has the right to adjust the annual license 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 AGREEMENT 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許可費用，除此之外，本許可合約僅接受由雙方以書面方式作出的變更。

10.4 The terms in the license agreement are formulated in accordance with the current laws of Macau Special Administrative Region. In case of dispute, the courts of Macau have jurisdiction.

本許可合約條款按照澳門現行法律制訂，如有爭議，澳門法院具管轄權審理。

In this LICENSE AGREEMENT, in case of dispute between Chinese and English version, the Chinese version shall prevail in all respects and interpretations.

在本許可合約中，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

Fax 傳真：
(853) 2888 2597

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

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

5.2 On request by MACA, the Applicant must provide a report of the musical works used in the Properties/Area within the time limit specified by MACA in a table format including original performers, authors, composers, publishers, etc.

申請人必須根據 MACA 的要求，於 MACA 所指定的期限內，以表格形式提供該場所使用音樂的報告，報告中包括原唱者、填詞人、作中人、出版社等資料。

6. PAYMENT OF LICENSE FEES 繳付許可費

6.1 The Applicant has to settle the amount payable calculated in accordance with Clause 4 within 30 days from the date of MACA's invoice.

申請人必須在發票日期起 30 天內繳納根據第 4 項條款之應繳金額。

6.2 In any such proceedings where a notice of invoice stating the permit fees calculated and payable in accordance with the terms of the permit agreement 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。

7. TERMINATION OF THE LICENSE AGREEMENT 許可合約終止

7.1 MACA has the right to give the Applicant a notice of immediate termination of the license agreement and will not refund the license fee. The Applicant should pay 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許可合約的通知，並且不會向申請人退回許可費用，申請人需支付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 4 within 30 days from the date of MACA's invoice, but after termination of the relevant license, 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;

未能在發票日期起 30 天內繳納第 4 項所指的許可費用，但終止有關許可合約後，MACA 仍然有權向申請人追討尚未履行的許可費用，申請人亦需要向 MACA 支付因追討許可費用而產生的行政、法律及其他費用；

(b) breaches of any other Clause of this license and failure to rectify within 7 days after being requested in writing by MACA; 違反本許可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施是強制或自願清盤、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。

8. DEFINITIONS 定義

In this license agreement: 在本許可合約中：

A license refers to a permit, this permit allows the Applicant to broadcast or perform the relevant musical works on a regular basis, in the form of background music, and in any media or hardware, within the scope of the musical works of MACA's repertoire and under the conditions described herein, in public places within a specific range.

許可是指播放音樂的許可證明，該許可證明允許申請人在 MACA 的曲目範圍內及根據本文所述的條件下，在特定範圍內的公開場合恒常性地、以背景音樂的方式且不論以任何媒介或硬件播放或演出有關音樂作品。

License Year is the 12-month specified period on the Invoice in accordance with Clause 2 of this LICENSE AGREEMENT.

許可年期 是指根據本許可合約第二項條款發票指定的 12 個月。

Licensed Area refers to the broadcast or performance of musical works within MACA's repertoire on the premises specified on the invoice.

許可範圍 是指在發票指定的場所範圍內播放或演奏 MACA 管理的曲目。

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/cn/index.php>

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）在澳門經科局中已登記的與 MACA 存有互惠協議的集體管理組織之會員的音樂作品，以及在 MACA 官方網站 <http://www.maca.org.mo/cn/index.php> 所提供的歌曲查詢系統中所記錄的音樂作品。

Invoice refers to the payment notice issued by MACA in response to the Applicant's consent to the application to enter into the license agreement.

發票 是指 MACA 因同意申請人向其發出的訂立許可合約之申請而發出的繳付許可費費用的付款通知書。

ONE-OFF Event refers to public live performances, such as concerts, musical performances, exhibitions, art shows, carnivals, or shopping mall events, during a specific period and in a specific premise.

短期活動 是指於特定期間及特定場所內進行公開表演，例如演唱會、音樂會、展覽活動、藝術節目、嘉年華會或商場活動等

LICENSE AGREEMENT 許可合約

1. SCOPE OF THE LICENSE AGREEMENT 許可合約範圍

1.1 MACA grants the Applicant a license agreement to perform in public musical works within MACA's repertoire in the circumstances and by the methods herein described.

在 MACA 的曲目範圍內及根據本許可合約所述的條件，MACA 授予申請人在公開場合播放或演出的許可證明。

Within the scope of MACA's repertoire and in accordance with the conditions described herein, MACA grants the Applicant a license to perform musical works in public within a specific range on a regular basis, in the form of background music, and regardless of any medium or hardware.

在 MACA 的曲目範圍內及根據本許可合約所述的條件，MACA 允許申請人在特定範圍內的公開場合恒常性、以背景音樂的方式且不論以任何媒介或硬件播放或現場演出有關音樂作品。

1.2 The license agreement granted in Clause 1.1 does not include: 本許可合約內的第 1.1 項條款不包括：

(a) Public broadcasts or live performances other than those mentioned in the license agreement;

本許可合約所述場所以外地方的公開播放或現場演出；

(b) One-off event, new media and third party owned business should be licensed separately and directly by MACA; 短期活動、新媒體及第三方營運的業務場所皆須獨立向 MACA 申請放權許可；

(c) Broadcasts or live performances of any musical work with new or adapted lyrics that are not within the scope of MACA's repertoire or any lyrics which have been notified by MACA as prohibited; or 任何音樂作品的播放或現場表演具有全新或改編的歌詞，且不在 MACA 曲目範圍內，或已被告知 MACA 所禁止的任何歌詞；或

(d) Any rights not expressly granted in this license agreement.

未在本許可合約中明確規定的任何其他權利。

2. DURATION OF THE LICENSE AGREEMENT 許可合約之期限

2.1 Unless otherwise specified, Applicants are allowed to broadcast or perform musical works for 12 months from the date listed on the Invoice.

除特別註明外，申請人獲允許播放音樂的期間為發票上所列為期 12 個月。

2.2 After the license agreement period has expired, if neither party proposes to terminate this license agreement, the license agreement will be renewed for the same period in the subsequent year, and MACA will also issue a corresponding invoice to the Applicant and Applicant have to complete the payment as described in Clause 6 of this license agreement.

在有關期屆滿後，如無任何一方提出終止本許可合約，則視本許可合約在續後的一個年度，以相同期間續期，而 MACA 亦會向申請人發出相應的發票，申請人需按照本許可合約第 6 項條款所述完成付款程序。

2.3 Either party must give the other party written notice of termination of the license at least 1 month in advance of the expiry of the license period.

任何一方必須於許可期屆滿前至少提前 1 個月向另一方發出終止許可的書面通知。

3. LICENSED AREA 許可範圍

3.1 Places where musical works can be broadcasted or performed are subject to the invoice and license certificate issued by MACA.

可播放音樂的場所須按照由 MACA 發出的發票及許可證明為準。

4. CALCULATION OF LICENSE FEE 許可費用計算詳情

4.1 MACA will evaluate the amount due by the Applicant based on the information declared by the Applicant in the application form and according to the license fee that has been determined for the year.

MACA 會根據申請人於申請表所聲明的資料，按照已釐定適用於該年度的收費表來評估申請人應付的款項。

4.2 The determined license fee is the calculation based on standard tariff provided by MACA for the type of venue to be applied for and the Applicant has read and understood the calculation method and amount. 定出許可費用的標準為根據 MACA 提供的適用於擬所申請的場所類型的許可標準收費表所定出的計算標準，而申請人已閱讀並明白有關計算方式及金額。

4.3 The annual license fee payable by the Applicant is the total amount listed on the relevant invoice issued by MACA. 申請人應繳付的年度許可費用為 MACA 於有關發票上所列出的總額。

4.4 If the actual data collected by MACA is not consistent with the information declared by the Applicant, MACA has the right to adjust the relevant amount payable according to the actual collected data, and has the right to issue invoice and collect from the Applicant the difference between the relevant amounts.

如 MACA 實際收集到的資料與申請人所聲明的資料不符，MACA 有權按其實際收集的資料調整有關款項，及有權向申請人發出相關款項差額的發票及收取相關款項。

4.5 MACA reserves the rights for final decision regarding the calculation and the amount of the license fee.

MACA 保留有關許可費用的計算方式和金額的最終決定權。

4.6 If the Applicant fails to settle the fee stated in this license agreement after reminder from MACA; and legal proceedings occurred as a result, the Applicant still needs to pay to MACA the outstanding license fee as well as the administrative, legal and other costs incurred in recovering the license fees.

如申請人經 MACA 催告後仍然不履行本許可合約所載的許可費用，並且因而產生法律訴訟，申請人尚需要向 MACA 支付尚未履行的許可費用及因追討許可費用而產生的行政、法律及其他費用。

5. SUPPLY OF INFORMATION 資料提供

5.1 If any change in the content of the application form, the Applicant has to inform MACA in written notice of the details within 14 days from the change.

如申請表內容有任何變更，申請人必須在變更起 14 天內以書面形式通知 MACA 變更之詳情。

Music Public Performance License Application - Annual License

音樂播放許可申請表 年度許可

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

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 Venue/Shop 場所或店舖名稱

▼ Address of Venue/Shop 場所或店舖地址

▼ Name of Company/Institution 營運公司或機構名稱

▼ Address of Registered Office of Company/Institution 營運公司或機構註冊地址

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

▼ Future Correspondence Sent to 將來所有信函寄往

Venue/Shop 場所或店舖 Company/Institution 公司或機構

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. SHOP DETAILS 店舖詳情

▼ Please choose the respective industry 請選擇行業類型

Cinema 電影院 HiFi Shop 影音店 Department Store 百貨公司 Retail Shop/ Shopping Centre 零售商舖/商場

Billiard Room/ Skating Venue 桌球室/溜冰場 Game Centre 遊戲機中心 Multi-Function Room 多功能室/展覽廳 Passenger Buses/ Coaches 載客巴士/旅遊巴

Sauna or Fitness Centre 桑拿/健身中心 Musical Fountain / Lighting Show 音樂噴泉/燈光表演 Airline 航空公司 Restaurant/Bars/Café 餐廳/酒吧/食肆

Bowling Centre No. of Lanes 保齡球館 球道數目 _____ Hospital/Clinic 醫院/醫務所 _____ bed(s) (個)床位 Discotheques/ Karaoke/Nightclub 的士高/卡拉OK/夜總會 _____ seat(s) & standing capacity (個)座位及企位

Video Wall & LED Screen 影像屏幕 _____ sq.ft. Government Building/ Banking Premises 政府辦公場所/銀行大樓 Beauty Salon/Hair Salon 美容院/髮型屋 _____ seat(s)/bed(s) (個)座位/床位

First Performance Date (yyyy-mm-dd) 開始使用音樂日期 (年-月-日) _____ Total Floor Area 總面積 _____ ft² 平方尺 _____ m² 平方米

Background Music 背景音樂 Yes 有 No 沒有 No. of Audio Speaker 播放器數目 _____ Unit 個

Live Music Performance 現場音樂演奏 Yes 有 No 沒有 Minutes 分鐘 _____ Session 節 _____

Visual Music Performance 影像音樂 Video Screen(s) with Sound 有聲螢光幕數目 Under 50 inch 50吋或以下 _____ Unit 部 50 inch – 100 inch 50吋 – 100吋 _____ Unit 部 Over 100 inch 100吋或以上 _____ Unit 部

Music-On-hold 接駁鈴聲 Yes 有 No 沒有 Telephone No. 電話號碼 _____ No. of Tel Lines 電話線數量 _____ (條)

4. EXTRA INFORMATION 額外資料

Please fill in the information if you choose 請填寫以下內容,如您的選擇是:

▼ Government Building/Banking Premises 政府辦公場所/銀行大樓

No. of employees 僱員人數 _____ No. of Working Hours per day 每天工作時數 _____ No. of Visitors 訪客人數 _____

Other Facilities 場地設施 Theatre 演奏廳/劇院 Karaoke 卡拉OK Multi-function Room 多功能廳 Sport Facilities 體育設施

▼ Musical Fountain/ Lighting Show 音樂噴泉/燈光表演

Type of Event 活動類型 Musical Fountain 音樂噴泉 Lighting Show 燈光表演

Date(s) of Event 舉行日期 _____ Time(s) of Event 舉行時間 _____

Venue 舉行地點 _____ Sessions of Performance 演出場次 _____

Minutes per Session 每次表演(分鐘) _____ Estimated No. of Attendance 預計觀看人數 _____

▼ Passenger Buses and Coaches 載客巴士及旅遊巴

Company Name of Passenger Buses and Coaches 載客巴士及旅遊巴公司名稱 _____

Route Information 巴士路線 _____ Passengers Buses and Coaches Quantity 巴士及旅遊巴數量(輛) _____

Maximum Accommodation Capacity 最高載容量 _____ Seats 座位 _____ (個) Standing Capacity 企位 _____ (個)

▼ Airline 航空公司

Music/ Movie Play 音樂/電影播放 During Take-off/Landing 起飛/降落 During Flight 飛行期間

Carrying Capacity 載客量 _____ pax 人 No. of Flights 航班次數 _____

▼ Cinema 電影院

Film Premier Box Office 電影首映票房 澳門幣 MOP _____ Public Screening Box Office 電影公映總票房 澳門幣 MOP _____

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 agreement, 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許可合約的條款、細則、公佈於MACA官方網站的許可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)

INTERNAL USE ONLY

(Application Number)

(Tariff Type)

(MACA Staff)