



**Content Development Scheme for Streaming Platforms  
("Streaming Content Scheme")**

**Guide to Application ("Guide")**

**1. Purpose and Definitions**

- 1.1 This Guide is issued to provide information on an application ("**Application**") for funding from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("**Government**") under the Streaming Content Scheme. It shall not in any circumstances affect or limit the interpretation of any agreements, if applicable, to be entered into between the Government and the successful applicants.
- 1.2 Unless the context otherwise requires, all capitalised terms and expressions defined in the Application Form shall bear the same meanings in this Guide.

**2. Background**

- 2.1 The Film Development Fund ("**FDF**") was first set up by the Government in 1999 with a view to providing funding support for projects conducive to the commercial and sustainable development of the local film industry. The Government has since 2005 injected a total of \$1.54 billion into FDF.
- 2.2 Hong Kong is tasked with serving as an East-meets-West centre for international cultural exchange. To take forward one of the major work of the Government to promote Hong Kong's pop culture to a world audience, the Government strives to expand the industry's development capacity with three foci on film, TV and streaming platforms, support collaboration between local and Asian production teams for co-production of films as well as development of new content on streaming platforms by cross-sectoral production teams. The Government announced in 2022 that the Streaming Content Scheme would be launched under FDF to enhance the influence of Hong Kong films in Asian markets and explore new distribution channels.
- 2.3 FDF is administered by the Secretariat of the Hong Kong Film Development Council ("**HKFDC**"). The Government will decide in its absolute discretion whether to approve the Applications and disburse funds after having considered the recommendations of HKFDC.

**3. Objective of the Streaming Content Scheme**

- 3.1 The Streaming Content Scheme aims at nurturing cross-sectoral production teams in the new age of cinema and to expand new distribution markets for the Hong Kong film industry by producing high-quality streaming platform works. It provides Government funding as cash prizes as set out in paragraph 6 below to successful applicants in three phases, with an aim to encourage development of scripts for mini-series on streaming platforms through providing incentives to film and TV practitioners to explore and practise the completion of the first or first two episodes of a mini-series for streaming platforms ("**Pilot Episodes**"), involving planning, shooting and distribution. Through participation in the scheme, participants would develop an acumen to create, produce and market cinematic content from an international perspective, creating a new market for Hong Kong content.

#### 4. Eligibility Criteria

4.1 The participating team shall meet the following criteria:

- (a) each participating team shall comprise no less than three (3) members consisting of at least a producer, a director, a script supervisor and a scriptwriter. One person can take on more than one (1) role;
- (b) each and every producer, director, script supervisor and scriptwriter must be a permanent resident of Hong Kong aged eighteen (18) years or above;
- (c) each and every producer of the participating team must have participated in the capacity of a producer, co-producer, or executive producer (with a least one occasion as a producer) in the past ten (10) years<sup>1</sup> in the production of at least any two (2) of the following:
  - (i) a feature film publicly exhibited in or outside Hong Kong<sup>2</sup>; and/or
  - (ii) a series broadcast on TV or streaming platforms in or outside Hong Kong;
- (d) each and every script supervisor of the participating team must have participated in the capacity of a script supervisor or a scriptwriter in the past ten (10) years<sup>1</sup> in the production of at least any two (2) of the following:
  - (i) a feature film publicly exhibited in or outside Hong Kong<sup>2</sup>; and/or
  - (ii) a series broadcast on TV or streaming platforms in or outside Hong Kong;
- (e) each and every director of the participating team must have participated in the production of at least one (1) feature film publicly exhibited in or outside Hong Kong<sup>2</sup> or one (1) series broadcast on TV or streaming platforms in or outside Hong Kong in the past ten (10) years<sup>1</sup> in the capacity of a director;
- (f) at least one (1) scriptwriter of the participating team must have participated in the production of at least one (1) feature film publicly exhibited in or outside Hong Kong<sup>2</sup> or one series broadcast on TV or streaming platforms in or outside Hong Kong in the past ten (10) years<sup>1</sup> in the capacity of a scriptwriter; and
- (g) apart from the producer(s), script supervisor(s), director(s) and scriptwriter(s), there shall be at least one (1) Hong Kong permanent resident in each of the following nine (9) positions: leading actor, leading actress, cinematography, action design, art direction, costume design, editing, music scoring/sound effect and visual effect.

4.2 The proposed mini-series (“**Mini-series**”) shall have at least six (6) episodes, with the running time of each episode of at least forty-five (45) minutes. It shall be a fictional narrative (animated series and docuseries not included). While the background of the story can be in any places, the choice of Hong Kong as background is encouraged. There is no restriction on the languages used in the Mini-series provided that Chinese and English subtitles are provided.

4.3 The Mini-series can be original or adapted from work(s) written and developed based on other work(s) owned by a third party. Regardless of whether the Mini-series is original or adapted, the participating team must own all rights (including Intellectual Property Rights), titles and interests of all works (including but not limited to logline, synopsis and character

---

<sup>1</sup> Refers to films publicly exhibited in or outside Hong Kong or series broadcast on TV or streaming platforms in or outside Hong Kong between 13 March 2013 and 12 March 2023.

<sup>2</sup> “Publicly exhibited in or outside Hong Kong” means theatrically released in or outside Hong Kong for at least five shows within 30 consecutive days in commercial cinemas.

description, treatment, script, and all relevant works in relation to the Mini-series that the participating team intends to develop) created under the Application and during the competition process of the Mini-series, or have obtained the consent, clearances and/or licences from all third parties who own such rights (including Intellectual Property Rights). The participating team shall submit proof such as adaptation authorisation documents, licence agreements, disclaimers or originality statements to prove its ownership of the copyrights of the Mini-series.

- 4.4 Each participating team can only submit one (1) Application.
- 4.5 The Mini-series could be adapted from original screenplays which have received financial support from the Government in other schemes under FDF, namely, (i) Film Production Financing Scheme; (ii) Film Production Financing Scheme (Relaxation Plan); (iii) First Feature Film Initiative; (iv) Directors' Succession Scheme; (v) HK-Asian Film Collaboration Funding Scheme; (vi) Film Production Grant (now defunct); and (vii) Scriptwriting Incubation Programme provided that the film from which the original screenplay was based has been commercially released in Hong Kong for (i) to (vi) above.
- 4.6 If the Mini-series, its originals and/or adaptations have obtained financial support (whether in the form of equity or loan financing, grant or sponsorship or any other form) from other third-party sources during the development of the Mini-series, its originals or adaptations, the relevant Application will be deemed to have been withdrawn and will not be considered further.
- 4.7 If the Mini-series, its originals and/or adaptations have already been presold or sold on or before the date of the submission of the Application or the Applicant sells the Mini-series, its originals and/or adaptations to a third party after the date of the submission of the Application, the Application will not qualify for the Streaming Content Scheme and the Applicant will be deemed to have withdrawn the Application.

## **5. Application Procedures**

- 5.1 The Application Form can be obtained from the Secretariat, or from the homepage of the HKFDC website at [www.fdc.gov.hk](http://www.fdc.gov.hk).
- 5.2 The Application Form is provided in Chinese and English versions. An Applicant may complete either the Chinese or English version for submission.
- 5.3 No application fee is payable.
- 5.4 The Applicant must duly complete and sign the Application Form. The Applicant must also submit to the Government the Application Form together with all information and supporting documents required to be provided in accordance with the Application Form and this Guide and to substantiate whatever is claimed by the Applicant in the Application Form. Applicant's attention is drawn to "**Checklist of Documents to be submitted by an Applicant**" in the Application Form. The duly completed Application Form together with all information and supporting documents must be submitted to the Government (c/o the Head of Create Hong Kong at **40/F, Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong**) on or before the Deadline of Application as set out in paragraph 10 below. The Government shall have the right to make copies of the Application Form, the proposal for the Mini-series and all information and supporting documents submitted as part of the Application for the purpose of evaluation and assessment by all relevant parties. For this purpose, each member of the participating team must sign and submit as part of the Applicant's Application the "Authorisation to Disclose Confidential Information and Personal Data" attached in Annex B of the Application Form.

- 5.5 The Application will be assessed by the Secretariat of HKFDC ("**Secretariat**") after the Applicant has submitted the duly completed Application Form together with all information and supporting documents required by the Application Form and this Guide to the Government.
- 5.6 Acknowledgement will be sent to an Applicant within ten (10) working days after the receipt by the Government of the Application Form which is duly completed and submitted with all required information and documents in accordance with this Guide and the Application Form.
- 5.7 Late Application will not be considered. Unless the Government at its absolute discretion allows or it is otherwise expressly provided in this Guide, the Applicant may not initiate any request for amendment of its Application nor submit any information and supporting documents in relation to the Application after the Deadline of Application.
- 5.8 The Government reserves the right to disqualify an Application if the Applicant has made or submitted a false, inaccurate or incomplete statement or representation or a forged document in the Application or in any subsequent submission by the Applicant or communication between the Government and the Applicant since submission of that Application.
- 5.9 An Applicant may write to the Government to withdraw an Application at any time.
- 5.10 The Application Form and all information and supporting documents submitted by an Applicant will not be returned to the Applicant.

## **6. Assessment**

- 6.1 The Streaming Content Scheme is comprised of three (3) phases. Fund will be granted as cash prizes in accordance with paragraphs 6.3-6.5 below.
- 6.2 The Application will be assessed by assessment panels which are comprised of veteran film, TV and/or streaming platform practitioners and constituted by the Secretariat for the purpose of assessing the Applications under the Streaming Content Scheme ("**Assessment Panels**"). The recommendations of the Assessment Panels will then be submitted to the Government for consideration. Upon consideration of the recommendations, the Government shall determine, at its absolute discretion, whether to approve or to reject an Application. Such decision shall be final and absolute.
- 6.3 Phase 1 of the Streaming Content Scheme
- 6.3.1 The Applicant shall submit the Application on or before the Deadline of Application in accordance with paragraph 5.4 above, including the following documents:
- (a) the completed Application Form;
  - (b) the original signed copy(ies) of "Authorisation to Disclose Confidential Information and Personal Data" attached in Annex B of the Application Form from the Applicant (including each member of the participating team);
  - (c) the following information of the Mini-series referred to in paragraph 4.2 above including without limitation the following items:
    - (i) statement of the participating team;
    - (ii) genre and tone;
    - (iii) logline which must be no more than three hundred (300) words with pages numbered;
    - (iv) character description;
    - (v) episodic synopses which must be one thousand (1 000) to fifteen hundred (1 500) words per episode;

- (vi) CV of members of the main crew and the cast, and their letters of intent (if available); and
- (vii) proof of ownership of the copyrights of the Mini-series such as adaptation authorisation documents, licence agreements, disclaimers, originality statements etc.

The Government reserves the right to request Applicants to provide an English version of the above if necessary.

- 6.3.2 After the Secretariat receives and assesses the Application and sends an official receipt to the Applicant, the Application will be passed to the Assessment Panels for evaluation and assessment. An interview of the Applicants by the Assessment Panels may be arranged for Applicants to present their proposals to the Assessment Panels for assessment.
- 6.3.3 Subject to the quality of the proposals, ten (10) Applications as Phase 2 projects ("**Phase 2 Projects**") will be selected. The Applicant who is an awardee of the Phase 2 Projects will receive a cash prize of a minimum of \$600,000 for a six (6)-episode Mini-series, with \$100,000 for each episode from the 7<sup>th</sup> episode up to \$1,200,000 being the maximum amount of the cash prize for developing the full scripts of the Mini-series ("**Script Development Fee**") and be qualified to enter into Phase 2 of the Streaming Content Scheme.
- 6.3.4 The Script Development Fee will be disbursed to the Applicant who is an awardee of the Phase 2 Projects in tranches. If the Applicant accepts the offer of the Script Development Fee and agrees to enter into Phase 2, it shall form and incorporate a company in accordance with the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) ("**Phase 2 Company**") and submit to the Government all the relevant incorporation documents including without limitation the Certificate of Incorporation, Memorandum (if any), Articles of Association and Certificate of Change of Name (if any). Upon receipt of the documents as required by the Government from time to time, the Government will sign an agreement with the Phase 2 Company ("**Phase 2 Agreement**") and disburse the Script Development Fee to the Phase 2 Company in tranches.
- 6.3.5 The founding members of the Phase 2 Company must be the producer(s), script supervisor(s), director(s), scriptwriter(s) and/or the other crew members of the Application.
- 6.3.6 Under the Phase 2 Agreement, change of the producer(s), script supervisor(s), director(s) and/or script writer(s) of the Mini-series is not allowed. If there is a genuine need to change other crew members, the Phase 2 Company shall seek the approval of the Secretariat of the change(s) and the Secretariat will consider each case on a case-by-case basis.
- 6.3.7 If the Phase 2 Company fails to fulfil any terms and conditions of the Phase 2 Agreement or it decides to withdraw from Phase 2, no further disbursement will be made by the Government. The Phase 2 Company may also be required to return the entire sum of fund which has already been disbursed to the Government.

#### 6.4 Phase 2 of the Streaming Content Scheme

- 6.4.1 Within three (3) months of acceptance of the offer of the Script Development Fee, a Phase 2 Company shall submit the following in relation to the proposed Mini-series referred to in paragraph 6.3.1 above:
- (a) treatment for the entire Mini-series of between ten thousands (10 000) and fifteen thousands (15 000) words;
  - (b) character description for the entire Mini-series;
  - (c) full scripts of each episode of the entire Mini-series;
  - (d) production budget for the entire Mini-series;

- (e) shot lists of the Pilot Episodes;
- (f) a pitch deck consisting of the following items:
  - (i) genre and tone;
  - (ii) visual illustration;
  - (iii) narratives of plots;
  - (iv) styles of the series;
  - (v) production schedule;
  - (vi) CV of the main creative team and their letters of intent; and
  - (vii) list of male and female leading and supporting actors/actresses and their letters of intent.

The Government reserves the right to request Applicants to provide an English version of the above if necessary.

- 6.4.2 Subject to the quality of the proposals, not more than four (4) Mini-series ("**Phase 3 Projects**") will be selected. The Phase 2 Company who is an awardee of the Phase 3 Projects ("**Selected Phase 2 Company**") will receive a cash prize of \$4.5 million for producing the Pilot Episodes. The Applicant can, based on its creative and/or budget consideration, decide to make use of the cash prize to produce the first episode only, or the first two episodes as the Pilot Episodes. For the avoidance of doubt, the cash prize shall only be used for production of the Pilot Episodes and shall not cover any other expenses such as promotion and marketing, distribution etc.
- 6.4.3 If the Selected Phase 2 Company accepts the offer and agrees to enter into Phase 3, the Government will sign an agreement ("**Phase 3 Agreement**") with it setting out the terms and conditions of the award of the prize money. The Government will disburse the approved funds to the Selected Phase 2 Company according to key milestones. If the Selected Phase 2 Company fails to fulfil any terms and conditions of the agreement or it decides to withdraw from Phase 3, no further disbursement will be made by the Government. The Selected Phase 2 Company may also be required to return the entire sum of fund which has already been disbursed to the Government.
- 6.4.4 The founding members of the Selected Phase 2 Company must be the producer(s), script supervisor(s), director(s), scriptwriter(s) and/or the other crew members of the Application.
- 6.4.5 Under the Phase 3 Agreement, change of the producer(s), script supervisor(s), director(s) and script writer(s) of the Mini-series is not allowed. If there is a genuine need to change other crew members, the Selected Phase 2 Company shall seek the approval of the Secretariat of the change(s) and the Secretariat will consider each case on a case-by-case basis.
- 6.4.6 A Phase 2 Company which does not proceed to Phase 3 can proceed to seek financing from other investors, financiers and/or streaming platform operators for production of the Mini-series. Unless with the prior written approval of the Government, the completed series can only be released on streaming platforms which are on the list of streaming platforms to be specified by the Government from time to time and are available to viewers in Hong Kong within the first two (2) years of the notification to the Selected Phase 2 Company of its unsuccessful application for proceeding to Phase 3.
- 6.5 Phase 3 of the Streaming Content Scheme
  - 6.5.1 Within six (6) months from the signing of the Phase 3 Agreement referred to in paragraph 6.4.3 above, the Selected Phase 2 Company shall complete the production of the Pilot Episodes referred to in paragraph 6.3.1 above. The Pilot Episodes shall meet the following technical specifications:

- (a) Chinese and English subtitles shall be provided;
- (b) High Dynamic Range (HDR) or above for image;
- (c) DTS Digital Surround, Dolby Surround 7.1 or Dolby Atmos for sound; and
- (d) the broadcast format shall be compatible with all local and overseas streaming platforms.

6.5.2 The final cut of the Pilot Episodes shall be approved by the Government.

6.5.3 If a Selected Phase 2 Company is not able to complete the Pilot Episodes as stated in the Phase 3 Agreement within six (6) months from the date the Phase 3 Agreement is signed on, the Selected Phase 2 Company shall without prejudice to any of the Government's rights and remedies, return immediately to the Government all sums provided by the Government in relation to the Phase 3 Agreement together with interest incurred up to the date of return.

6.5.4 Unless with the approval of the Government, the Pilot Episodes shall only be released on streaming platforms which are on a list of streaming platforms to be specified by the Government from time to time and are available to viewers in Hong Kong within the first three (3) years upon the completion of the Pilot Episodes. The Pilot Episodes shall only be available on the specified streaming platforms on a subscription basis in the first year of release. For the avoidance of doubt, no theatrical release of the Pilot Episodes in or outside Hong Kong is permitted unless with the approval of the Government.

6.5.5 Upon the Selected Phase 2 Company's fulfilment of the terms and conditions of the Phase 3 Agreement, it can of its own volition seek funding from other investors, financiers and/or streaming platform operators to finance the production of the remaining episodes of the Mini-series. Unless with the approval of the Government, the completed entire series can only be released on streaming platforms which are on the list of streaming platforms to be specified by the Government from time to time and are available to viewers in Hong Kong within the first three (3) years upon the completion of the Pilot Episodes. If the Selected Phase 2 Company secures funding to finance the completion of the entire Mini-series, the entire series shall only be available on streaming platforms on a subscription basis in the first year of release.

6.5.6 For the avoidance of doubt, disbursement will be made to the Selected Phase 2 Company upon its satisfactory completion of the Pilot Episodes and fulfilment of all the terms and conditions of the Phase 3 Agreement.

## **7. Copyright Sale, Distribution and Credits**

7.1 For a Selected Phase 2 Company, it shall not transfer any company shares, and shall not solicit funding through pre-sale of distribution rights before the final cut of the Pilot Episodes is approved by the Government.

7.2 A Phase 2 Company or a Selected Phase 2 Company shall arrange by itself for the sale of the copyrights of the Mini-series. The Government will not recover any production costs and related administrative expenses for the Mini-series, nor will it share the profits generated from the Mini-series. In principle, all proceeds from the sale of the copyrights will go to the Phase 2 Company and the Selected Phase 2 Company and be available for release to members of the Phase 2 Company and the Selected Phase 2 Company.

7.3 The logos of Create Hong Kong and FDF shall be displayed in the main title credit, the end credit and all billing block materials of the Pilot Episodes, and meet the credit requirements as stipulated in the Phase 3 Agreement. The format and design of the credits will be determined by the Government. The Government will also have the absolute right to approve all other credits of the Pilot Episodes. For a Phase 2 Project and/or the remaining episodes of a Phase 3 Project, credit shall be displayed to acknowledge the Government's financial support to the development of the script.

## **8. Evaluation Criteria**

- 8.1 The Applications will be assessed on the extent they meet the objectives of FDF and the Streaming Content Scheme. The Assessment Panels will also assess the Applicant's competence in incorporating an international perspective in the planning, production and distribution of the Mini-series.
- 8.2 The Application will be favorably considered if the main storyline of the Mini-series takes place in Hong Kong and the main shooting locations are carried out in Hong Kong.

## **9. Warranties**

- 9.1 The Applicant warrants that the Applicant is eligible to apply for the Streaming Content Scheme according to Eligibility Criteria prescribed by the Government in this Guide.
- 9.2 According to paragraphs 4.6 and 4.7 above, the Applicant cannot negotiate any pre-sales deal in relation to or arising from the Mini-series with any of the panelists of the Assessment Panels; members of HKFDC; and speakers of talks organised by HKFDC for the Streaming Content Scheme after the date of the submission of the Application until completion of Phase 2 and/or Phase 3 as appropriate.
- 9.3 The Applicant shall be solely responsible for any claim made in respect of infringement or alleged infringement of Intellectual Property Rights in relation to or in connection with the Mini-series and the Government will not be responsible for such in any event.

## **10. Application Date**

- 10.1 The Streaming Content Scheme is open for application from 13 March 2023. The deadline of the submission of the Application is 12 June 2023 ("**Deadline of Application**").
- 10.2 In case the typhoon signal No.8 or above is hoisted or a black rainstorm warning signal or "extreme conditions after super typhoons" announced by the Government is/are in force on the Deadline of Application, it will be postponed to the next business day.

## **11. Handling of Information**

- 11.1 The Authority (which for the purpose of this paragraph 11 means all or any of the Government bureaux and departments and the HKFDC (including the Secretariat)) is committed to ensuring that all personal data submitted under an Application are handled in accordance with the relevant provisions of the Personal Data (Privacy) Ordinance (Cap. 486) ("**PDPO**"). Personal data provided in relation to an Application may be used by the Authority and disclosed among them for the following purposes:
- (a) the processing and authentication of Applications;
  - (b) payment of prizes under the Streaming Content Scheme and any refund thereof;
  - (c) the daily operation of the Streaming Content Scheme;
  - (d) conducting credit checks;
  - (e) monitoring the performance of the Phase 2 and Phase 3 Agreements;
  - (f) meeting the requirements to make disclosure pursuant to any law or arbitral or court order;
  - (g) statistics and research; and
  - (h) any other purposes directly related to, arising from or incidental to the above purposes.



- 11.2 Personal data provided in an Application will be kept in strict confidence. They may however be disclosed by the Authority to any of the following parties for the purposes set out in paragraph 11.1 above:
- (a) any person (including the agent, the contractor or the third party service provider of the Government) who is involved in the Streaming Content Scheme;
  - (b) subject to 11.2(c), any other person under a duty of confidentiality to the Authority; and
  - (c) in relation to the name(s) of the Applicant and the name(s) of the Mini-series, the public.
- 11.3 According to Section 2.3.3 of the Code of Practice on the Identity Card Number and Other Personal Identifiers issued by the Privacy Commissioner for Personal Data, the Authority will obtain the identity card number of the individual(s) of the Applicant in order to verify the identity of the identity card holder.
- 11.4 According to Sections 18 and 22 and Principle 6 of Schedule 1 to the PDPO, the individuals whose personal data are provided in an Application and any person authorised by such individuals have a right of access and correction with respect to the personal data including the right to obtain a copy of the personal data.
- 11.5 The Authority shall hold the personal data securely in accordance with prevailing Government information security requirements. All practicable steps will be taken to protect the personal data against unauthorised or accidental access, processing, erasure, loss or use.
- 11.6 The information provided by an Applicant in the Application will not be used by the Authority for any other purposes unspecified in paragraph 11.1 above. The personal data provided will be kept by the Authority for a reasonable period of time as may be required for the purposes for which the data are collected and in accordance with relevant statutory provisions. After that time, the personal data will be erased.
- 11.7 A request for access to or correction of personal data or for information of the policies and practices and kinds of data held shall be addressed to:

Senior Executive Officer (Administration)  
Culture, Sports and Tourism Bureau  
21/F, West Wing, Central Government Offices  
2 Tim Mei Avenue  
Tamar, Hong Kong

A fee will be charged in accordance with the PDPO for providing access to or correcting any personal data and for providing the information.

## 12. Enquiries

Enquiries regarding the Streaming Content Scheme can be addressed to the Secretariat at:

Address :	Hong Kong Film Development Council Secretariat 40/F, Revenue Tower 5 Gloucester Road Wan Chai, Hong Kong
Telephone No. :	2594 5846
Email Address :	info@fdc.gov.hk
Homepage :	www.fdc.gov.hk

## 13. Language

The Chinese translation of this Guide is for reference only. In the event of any conflict or inconsistency between the English text and the Chinese translation of this Guide, the English text shall prevail.

Hong Kong Film Development Council Secretariat  
March 2023