

Request for Information (RFI)

**Recommendations for the Conversion of
the Cyberport Arcade into an
E-sports and Digital Entertainment Node**

13 April 2018

I. Introduction

1. Hong Kong Cyberport Management Company Limited (HKCMCL) is planning to convert the Cyberport Arcade (the Arcade) into an e-sports and digital entertainment node.
2. On top of an e-sports arena, other functional areas typically designed for hosting international tournaments as well as regional contests, local events (e.g. training, experience area for public, press rooms, interview rooms, and changing room, lounge for the players) will be provided as a whole. The venue will be equipped with high-end facilities such as video wall, directional audio system, professional lighting system and broadcasting system. These are highly sought-after features for larger scale events and by e-sports or digital event organisers. It can create an e-sports and hi-tech digital entertainment specific experience.
3. **HKCMCL would like to invite views and recommendations from the e-sports and digital entertainment industry in this request for information exercise, and solicit comments and suggestions on the design of e-sports and digital entertainment venue and those related supporting facilities. HKCMCL may use the information provided in the subsequent tender exercise of converting the Arcade into an e-sports venue. Please provide your views by completing the e-form at https://fs8.formsite.com/cyberport/RFI_E_sports/index.html before **3 May 2018**).**
4. **By responding to this RFI, you acknowledge and confirm that HKCMCL is entitled to use any and all information provided by you in connection with the purposes for which such information is collected under this RFI, including without limitation, the proposed conversion of the Arcade to an e-sports and digital entertainment venue. You also confirm that the proposed use by HKCMCL of the information provided by you will not infringe the rights of any third parties. HKCMCL will not owe you any obligations or liabilities in any circumstances for any use of the information provided by you for the purposes stated above.**
5. **To enable further communication where necessary, please fill in your name, the contact telephone number and the name of your organisation in the e-form.**

II. Background

The Arcade

Current Set-Up

6. The Arcade was designed and built in 2004 as a shopping mall to serve the Cyberport community. The original architecture design of the Arcade was not built for hosting events. For example, it was surrounded by marbles and glasses which will bounce back the sound and cause interference. The existing position of LED wall was designed for displaying promotion contents and is too high for event audiences.
7. The Arcade's innovative design and unique architecture integrate nature attracts a lot of event organisers to host events. In the past five years, there were in average 49 events hosted per year.

Areas for Consideration

8. The main venue area is the Ocean View Court, which can seat up to 500 audience; and there is space on the different levels within the Arcade that can be further utilized for events participants can engage in various kinds of interactive activities.
9. The current Audio Visual (AV) equipment at the Arcade was initially installed when the Arcade was first set up for general usage of a shopping mall. According to our initial study, a one-to-one replacement cannot facilitate organising any e-sports events up-to industry expectation.
10. The strong ambient lighting from the roof canopy was originally planned to provide natural lighting into the Arcade to enrich the fresh and airy atmosphere. While the glass and metallic wall paneling were set up to convey a futuristic ambience. Given the upcoming plan to develop the Arcade into an e-sports and digital entertainment node, there is the need to create darker environment to enhance audience experience, and means to minimize noise impact to tenants and nearby residential areas during major events. **For more details of the existing AV equipment at the Arcade, please complete the Non-Disclosure Agreement at Annex A and return it to HKCMCL by email (sunnyho@cyberport.hk) or by fax (fax no. (852) 3027 0313) (Attn: SM, ITO before 20 April 2018) for requesting the information.**

III. Request for Information

11. Industry feedback during this process is crucial to set up a venue to serve as an e-sports and digital entertainment node. We encourage the industry to contribute generously to this exercise.
12. A few particular areas that we would like to invite specific inputs from respondents are outlined below:
 - (a) Any proposal on what improvement works could be done to the existing facilities so that Cyberport can host different type of events, including but not limited to e-sports competitions, digital technology showcases, industry conferences, as well as learning workshops.

The scope of improvements shall include, but not limited to, decorations, AV equipment, IT infrastructure, live streaming facilities, stage design, lighting, sound insulation and supporting facilities.

(b) Any proposal on how Cyberport can leverage on the Arcade to play an active role in terms of building up an e-sports industry and facilitate different stakeholders to contribute to the developing the ecosystem.

13. We welcome views from the industry on these two areas and other related areas. Suggestions with supporting reasons will be most appreciated.

13 April 2018

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT dated the _____ day of _____ 2018

BETWEEN:

HONG KONG CYBERPORT MANAGEMENT COMPANY LIMITED (香港數碼港管理有限公司), a company incorporated in Hong Kong having its registered office at Units 1102-4, Level 11, Cyberport 2, 100 Cyberport Road, Hong Kong (“**HKCMCL**”);

and

a company incorporated in _____ having its registered office at

_____ (the
“**Information Provider**”).

The above parties shall hereinafter together referred to as “the Parties”, each a “Party”.

WHEREAS

- A. For the purposes of negotiating and concluding a possible business relationship between the Parties, the Information Provider may have access to the Confidential Information (as defined below).
- B. The Parties have therefore agreed to enter into this non-disclosure agreement (“**this Agreement**”) in respect of the use and protection of the Confidential Information.

NOW IT IS HEREBY AGREED as follows:

Definition of Confidential Information

- 1. For the purpose of this Agreement, “**Confidential Information**” shall include the information and materials below regardless of the medium in which they are stored:
 - (a) any information relating to the business affairs, finances, transactions, technology or technical processes of HKCMCL or its affiliates, clients or any third parties to whom HKCMCL owes a duty of confidentiality (collectively, “**HKCMCL Related Parties**”) or any information relating to any project of any HKCMCL Related Parties (including without limitation to the Cyberport project); and
 - (b) any inventions, ideas, concepts, trade secrets, technical know-how, product specifications, systems, plans, processes (both technical and business), procedures, techniques, methods, processes, drawings, diagrams, designs,

formulae, analysis, customer and vendor lists, prospect lists, transaction data, pricing information of or owned by any HKCMCL Related Parties,

disclosed or furnished by HKCMCL (or any of its directors, employees, agents or representatives) to the Information Provider (or any of its directors, employees, agents or representatives).

Permitted Use & Non-Disclosure

2. Confidential Information provided to the Information Provider shall be used exclusively by the Information Provider in connection with its preparation of proposal in response to this request for information (“RFI”) and the subsequent request for proposal (“RFP”) in relation to which the Confidential Information is provided (the “Permitted Purpose”). The Information Provider shall not use the Confidential Information for any other purpose.
3. The Information Provider shall hold the Confidential Information in strict confidence and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose any Confidential Information to any third party (including any partner, employee, agent or representative of HKCMCL) except to those directors, employees, agents, representatives and advisors of the Information Provider who need to have the Confidential Information in order to further the Permitted Purpose and who have been apprised of the confidential nature of the Confidential Information.
4. The Information Provider shall ensure that its directors, employees, agents, representatives and advisors to whom any Confidential Information is disclosed comply with the terms of this Agreement.
5. Upon completion of the Tender process, the Information Provider shall return to HKCMCL all documents, records and materials containing any Confidential Information that have been furnished to the Information Provider, accompanied by any copies thereof created by the Information Provider.

Non-Promotion

6. The Information Provider shall not, without the prior written consent of HKCMCL in each instance:
 - (a) use in any advertising or promotional materials or otherwise the name of Cyberport or any HKCMCL Related Parties, or any trade name, trade mark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by any HKCMCL Related Parties; or
 - (b) represent, directly or indirectly, that any product or any service provided by the Information Provider has been approved or endorsed by any HKCMCL Related Parties.

Indemnification

7. The Information Provider agrees to indemnify HKCMCL for damages arising from any breach of the terms of this Agreement by Information Provider or its present or future directors, employees, representatives, agents or advisors. This Clause 7 shall survive the termination or expiration of other obligations of the Information Provider under this Agreement.

Equitable Remedies

8. Without prejudice to any other rights HKCMCL may have, the Information Provider agrees that the Confidential Information is valuable and that damages may not be an adequate remedy for any breach by the Information Provider of this Agreement; accordingly, the Information Provider agrees that HKCMCL shall be entitled to specific performance of the obligations of the Information Provider contained in this Agreement and to the remedies of an injunction and other equitable relief for any actual or threatened breach of the obligations of the Information Provider contained in this Agreement.

Continued Obligations

9. Whether or not the Parties enter into a business relationship, the obligations of the Information Provider under this Agreement shall continue with respect to each item of Confidential Information hereunder until five (5) years following the date of disclosure of such item of Confidential Information to the Information Provider. The restrictions imposed on the Information Provider under Clause 7 shall continue indefinitely unless HKCMCL agrees otherwise.

Governing law

10. This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The courts of Hong Kong shall have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly any proceeding, suit or action arising out of or in connection with this Agreement may be brought in such courts.

IN WITNESS WHEREOF the Parties have duly executed and delivered this Agreement on the day and year first above written.

Signed by)
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for and on behalf of)
Hong Kong Cyberport)
Management Company Limited)
(香港數碼港管理有限公司))
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Signature & Company Chop

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