衞生署
Department of Health

Internal use only:
Date received_____ by Fax/Mail/e-mail
Reg No:_____ BS attended:_____
Recipe rec:_____ ESR File No:_____

「星級有營食肆」運動報名表格

"EatSmart Restaurant Star+" Campaign Enrolment Form

「星級有營食肆」運動目的是為市民營造更健康的飲食環境，使大眾出外用膳時能有多些美味又健康的菜式選擇。
如商戶想成為「星級有營食肆」，請填妥報名表格。
"EatSmart Restaurant Star+" Campaign aims to create a healthy eating environment for the public so that they can eat healthily and have more delicious and nutritious choices when dining out.
To become a star-rated "EatSmart Restaurant", please complete the enrolment form.

- 請將填妥之申請表格連同有關證明文件(有關商業登記證，食物業牌照或會社合格證明書) 副本一併遞交「星級有營食肆」運動秘書處：郵寄地址：珩峰市場研究有限公司 - 香港九龍灣常悅道 20 號環球工商大廈 5 樓 14 室；或可傳真至 3185-7633（聯絡電話：3185-7630）
- Completed Enrolment Form and copies of relevant documents (Business Registration certificate /Food License or Certificate of Compliance under the Club (Safety of Premises) Ordinance) should be submitted to the "EatSmart Restaurant Star+" Secretariat: Address: Aristo Market Research & Consulting Company Limited - Flat 14, 5/F., International Plaza, No. 20 Sheung Yuet Road, Kowloon Bay, Hong Kong or Fax no. : 3185-7633 or Tel. no. 3185-7630

甲部 Part A

公司名稱：
Name of Company：
食肆名稱：
Name of Food Premises：
網址 Website：
食肆地址 (中文)：
Restaurant Address (English)：
有關商業登記證 [1]
Business Registration Certificate:
食物業牌照號碼 (由食物環境衞生署簽發)[2]：
Food License Number (issued by Food and Environmental Hygiene Department):
或 會社(房產安全)條例合格證明書號碼 (由民政事務總署簽發) ：
Or Club (Safety of Premises) Ordinance Certificate of Compliance Number (issued by Home Affairs Department):

分店 Other Outlets - 請用補充表填寫其他分店 Please use Supplementary Form for more outlets

在港店舖的數目 Number of Outlets in HK：

菜式 Cuisine：
(請於適當空格內"✓"只可選擇一項)
(please "✓" in corresponding box Select one only)

☐中菜 Chinese ☐茶餐廳 Chinese style tea restaurant
☐西餐 Western ☐快餐店 Fast Food ☐亞洲菜 Asian
☐其他 (請註明) Others (please specify) ：

聯絡人 Contact Person

中文姓名 (Name in English)：( )
職銜 Position：
電話 Telephone：
傳真 Fax：
電郵 E-mail：
聯絡地址 (中文)：
Mailing Address：

[1] 根據《稅務條例》第 88 條獲豁免繳稅之屬公共性質慈善機構可不用填寫。 Except those charitable institution or thrust of a public character, which is exempt from tax under section 88 of the "Inland Revenue Ordinance"
[2] 食物業規例》(第 132X 章第 4 條)不包括的可不用填寫。 Except those not included in Food Business Regulation (Cap.132X, Section 4)

本公司是下列飲食業界聯會/機構之會員	We are the member(s) of ：
☐ 不適用	Not applicable
☐ 香港餐務管理協會	The Association for the Hong Kong Catering Services Management Ltd
☐ 香港餐飲聯業協會	Hong Kong Federation of Restaurants and Related Trades
☐ 現代管理(飲食)專業協會	Association of Restaurant Managers
☐ 稻苗飲食專業學會	Institute of Dining Professionals
☐ 其他 Others ：	

聲明及協議 Declaration and Agreement

本人 / 吾等同意遵守「星級有營食肆」運動的所有條款及細則(詳見附件一及附件二)。

I/We agree to comply with all the terms and conditions (detailed at Annexes I and II) of the "EatSmart Restaurant Star+" Campaign.

授權簽署 Authorised Signature	公司蓋印 Company Stamp
姓名及職銜 Name & Post Title	日期 Date

參與「星級有營食肆」運動　報名表格 < 補充表格 >
"EatSmart Restaurant Star+" Campaign Enrolment Form　< Supplementary Form >

食店名稱 (中文)：_____　　Name of Food Eatery (English)：_____

分店地址 (中文)	Outlet Address (English)	分店聯絡人姓名 Name of Contact Person at outlets	食店電話 Telephone No.	商業登記證 牌照號碼 Business Registration Certificate Number	食物業牌照號碼 (由食物環境衞生署簽發) Food Licence Number (issued by FEHD)	會社(房產安全)條例 合格證明書號碼 (由民政事務總署簽發) Club (Safety of Premises) Ordinance Certificate of Compliance Number (issued by HAD)

附件一

「星級有營食肆」運動
免責聲明 / 聲明及協議

免責聲明

1. 特區政府及其人員及僱員並無就特區政府為有關「星級有營食肆」運動 (該運動) 所提供的意見、建議、訓練或訓練材料的可商售性或作某用途的適用性或就其他方面，作出任何明示或默示的陳述、保證或說明。特區政府及其人員及僱員現明確聲明，特區政府及其人員及僱員不會就有關該運動所提供的意見、建議、訓練或訓練材料或其他方面 (包括但不限於處理或拒絕任何參加該運動的申請時，或終止任何參加者的參加資格或在不為任何參加者的參加資格續期時，特區政府或其人員或僱員的任何作為或不作為) 所引致或涉及的損失或損害而向任何人 (包括但不限於任何個人或團體 (不論屬法團或不屬法團)) 負有任何法律責任。
2. 在不影響上文第1段的一般性的原則下，特區政府及其人員及僱員對該運動任何參加者或其任何僱員或顧客或任何其他人士就該運動 (包括但不限於運用或聲稱運用有關該運動取得的知識、技術或技巧或類似事宜) 所引致或涉及該運動而蒙受或遭他人提出的損害、損失、法律責任、訴訟、法律程序、申索、要求、費用或開支，一概無須負有任何法律責任。
3. 該運動的參加者應就參加該運動而引致或涉及的事宜，自行尋求獨立專業意見。

聲明及協議

1. 本人 / 吾等謹此聲明，本食肆在過去12月內不曾接獲食物環境衞生署 / 衞生署控煙酒辦公室發出的警告或檢控。
2. 本人 / 吾等聲明，本人 / 吾等已領取經營本人 / 吾等在報名表格所列的業務所需或必要的所有牌照及許可證，並遵照一切適用法例及規例經營及繼續經營。
3. 本人 / 吾等聲明，此項申請所提供的一切資料及有關文件均屬真確無誤及詳盡，而本人 / 吾等承諾，在評審過程中將會提供的一切資料及文件，均屬真確無誤及詳盡。本人 / 吾等已全面書面披露本人 / 吾等所知及應合理知悉的所有有關此項申請的相關或重要資料，以供評審之用。
4. 本人 / 吾等同意遵行「星級有營食肆」運動的條款及細則。
5. 本人 / 吾等同意「星級有營食肆」運動秘書處可為推廣用途而披露或刊登本人 / 吾等在報名表格所列的食肆名稱、菜式、地址、電話號碼、網址及根據衞生署要求的有關資料，如食肆資料及菜譜。
6. 本人 / 吾等同意並接受政府或其僱員或代理人無須就下述事項所引致的任何財產損失承擔法律責任：
   - 政府或其僱員或代理人在處理本公司申請時的行為、過失或疏忽；
   - 食肆不當使用「星級有營食肆」、「蔬果之選」、「3少之選」及「有營優惠」標貼及標誌而引致的投訴或民事訴訟；或
   - 「星級有營食肆」運動的執行及管理所導致或所關涉的任何原因。

收集個人資料的用途聲明

收集資料的目的

1. 你向衞生署提供的個人資料會用作以下用途：

a) 辦理「星級有營食肆」報名或續期手續；
b) 製備統計數字，進行研究或教學；及
c) 利便組織有關健康教育及社區聯絡的活動。

個人資料的提供，出於自願。如果你不提供充份的資料，我們可能無法證明你是否符合資格獲得某項服務／活動，亦可能無法達成你的要求或就你的投訴進行深入調查，因而不能為你提供服務／協助。

接受轉介人的類別

2. 提供的個人資料純屬自願。你提供的個人資料，主要由本署內部使用，但亦可能於有所需時因以上第 1 段所列目的向其他政府部門或有關人士披露。此外，資料只可於你同意作出該種披露或作出該種披露是《個人資料(私隱)條例》所允許的情況下，才向有關方面披露。

查閱個人資料

3. 根據《個人資料(私隱)條例》第 18 條及 22 條以及附表 1 第 6 原則所述，你有權查閱及修正個人資料，包括有權取得你於以上第 1 段所述的情況下所提供的個人資料。應查閱資料要求而提供資料時，可能要徵收費用。

查詢

4. 有關所提供個人資料(包括查閱及修正資料)的查詢，應送交：

健康促進處
(經辦人：高級行政主任(健康促進))
地址：香港灣仔軒尼詩道 130 號修頓中心 7 字樓
聯絡電話：2835 1820

"EatSmart Restaurant Star+" Campaign
Disclaimer / Agreement and Declaration

Annex I

Disclaimer

1. The Government and its officers and employees make no representations, warranties or statements (express or implied) of any kind, whether with respect to the merchantability or fitness for a particular purpose of any advice, recommendations, training or training materials provided by the Government in relation to the "EatSmart Restaurant Star+" Campaign (the Campaign) or otherwise. The Government and its officers and employees expressly disclaim any liability whatsoever to any person (including without limitation any individual or any body of persons, whether incorporated or unincorporated) for any loss or damage whatsoever arising out of or in relation to any such advice, recommendations, training or training materials or otherwise of the Campaign including without limitation any act or omission of the Government or its officers or employees in processing or rejecting any application for participation in the Campaign or terminating or failing to renew the participation eligibility of any participant.
2. Without affecting the generality of paragraph 1 above, the Government and its officers and employees shall not be liable for any damage, loss, liability, action, proceedings, claim, demand, costs or expenses suffered by or brought against any participant in the Campaign or any of its employees or customers or any other person arising out of or in relation to the Campaign including without limitation any application or purported application of knowledge, techniques or skills or the like acquired in relation to the Campaign.
3. The participants in the Campaign are advised to seek independent professional advice on matters arising out of or in relation to their participation in the Campaign.

Declaration and Agreement

1. I/We hereby declare that my/our restaurant(s) has/have not received any warning or prosecution issued by the Food and Environmental Hygiene Department/the Tobacco and Alcohol Control Office of the Department of Health (DH) over the past 12 months.
2. I/We declare that I/we have maintained all the licenses and permits which are required or necessary in connection with the conduct of my/our business specified on the enrolment form and that I/we have conducted and shall continue to comply with all applicable laws and regulations.
3. I/We declare that all the information and supporting documents provided in this application are true, accurate and complete and I/we undertake that all information and documents to be provided in the assessment process will be true, accurate and complete. I/We declare that we have disclosed fully in writing all information relating to the application which I/we know or should reasonably know and which is relevant or material for the purpose of assessment.
4. I/We agree to abide by the terms and conditions of the "EatSmart Restaurant Star+" Campaign.
5. I/We agree that "EatSmart Restaurant Star+" Secretariat may disclose or publish the name, cuisine, address(es), telephone number(s) and website address provided on the enrolment form and any other relevant information (e.g. description of the restaurant and recipes) as requested by the DH for purposes of promotion.
6. I/We agree and accept that the Government, its employees or agents shall not be liable for any loss caused by–
    - the act, default or neglect of the Government or its employees or agents in the processing of my/our application;
    - complaints or civil procedure against improper use of decals and logos of "EatSmart Restaurant Star+", "Dish with More Fruit and Vegetables", "3 Less Dish" and "EatSmart Promotion"; or
    - any cause whatsoever arising out of or in connection with the implementation and management of the "EatSmart Restaurant Star+" Campaign.

Statement of Purposes for Collection of Personal Data

Purpose of Collection

1. The personal data you provide to the Department of Health will be used for the following purposes:

    a. enrolment for or renewal of the "EatSmart Restaurant";
    b. compilation of statistics for research or teaching purposes; and
    c. facilitation of organisation of activities related to health education and community liaison.

    The provision of personal data is entirely voluntary. If you do not provide sufficient information, we may not be able to prove your eligibility for specific services/activities, to accede to your request or to conduct an in-depth investigation into a complaint case, and hence cannot provide services/assistance to you.

    Classes of Transferees

2. The personal data provided by you are mainly for use within the Department of Health but they may also be disclosed to other Government bureaus/departments or relevant parties for the purposes mentioned in paragraph 1 above, if required. Apart from this, the data may only be disclosed to parties where you have given consent to such disclosure or where such disclosure is allowed under the Personal Data (Privacy) Ordinance.

    Access to Personal Data

3. You have the right of access and correction with respect to personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 of the Personal Data (Privacy) Ordinance. Your right of access includes the right to obtain a copy of your personal data. A fee may be imposed for complying with a data access request.

    Enquiries

4. Enquiries concerning the personal data provided, including the making of access and corrections, should be addressed to:

    Health Promotion Branch
    (Attn : SEO(HP))
    Address: 7/F, Southorn Centre, 130 Hennessy Road, Wanchai, Hong Kong
    Telephone no.: 2835 1820

附件二

「星級有營食肆」櫥窗標貼 / 宣傳品使用及展示細則

「星級有營食肆」櫥窗標貼 / 宣傳品只供參與「星級有營食肆」運動的食肆 (參與食肆) 使用，參與食肆必須同意及遵守「星級有營食肆」櫥窗標貼 / 宣傳品的使用及展示細則。

1. 擁有權
- 「星級有營食肆」櫥窗標貼 / 宣傳品的擁有權，概為衞生署所有。
- 參與食肆不得未經衞生署同意下將有關櫥窗標貼 / 宣傳品複印、複製、編輯、外借或給予任何第三者。
- 該櫥窗標貼 / 宣傳品只能作為健康教育及推廣用途。

2. 使用模式
- 「星級有營食肆」櫥窗標貼 / 宣傳品必須以原格式展示及使用，參與食肆不可擅自複印或更改其形狀、大小或顏色。

3. 展示位置
- 櫥窗標貼只可展示於「星級有營食肆」的店舖前或其他當眼位置。

4. 數量
- 每間「星級有營食肆」只會獲發一個註有編號的櫥窗標貼。

5. 申領宣傳品的程序
- 如欲索取「星級有營食肆」宣傳品，請填妥《「星級有營食肆」索取宣傳品表格》，向秘書處提交。
- 署方收取表格後，將在十個工作天內審核申請。

6. 更換櫥窗標貼
- 如有需要，參與食肆會可換上新的櫥窗標貼，屆時將會收到秘書處發出的通知。
- 參與食肆於換上新的櫥窗標貼後，請立即將舊的櫥窗標貼銷毀。

7. 交回「星級有營食肆」櫥窗標貼 / 宣傳品
- 退出「星級有營食肆」運動的食肆，必須立刻停止使用 / 展示相關櫥窗標貼 / 宣傳品，並於十個工作天內交還秘書處。
- 衞生署可隨時按《「星級有營食肆」運動 - 參與食肆指引》訂明的細則要求參與食肆立即交還「星級有營食肆」櫥窗標貼 / 宣傳品。

衞生署保留權利，可隨時按情況修訂關於使用及展示「星級有營食肆」櫥窗標貼 / 宣傳品的條款及細則，參與食肆必須遵守。

「星級有營食肆」標誌使用細則

「星級有營食肆」標誌只供參與該運動的食肆使用，參與食肆必須同意及遵守「星級有營食肆」標誌的使用細則。

1. 擁有權

- 「星級有營食肆」標誌的擁有權，概為衞生署所有，包括

  「蔬果之選」

  「3 少之選」

  「有營優惠」

- 參與食肆不得未經衞生署同意下將有關標誌複印、複製、編輯、外借或給予任何第三者。

2. 使用

- 「星級有營食肆」標誌只可作健康教育及健康推廣用途。
- 「星級有營食肆」標誌必須原裝展示及使用，參與食肆不得更改標誌的內容。
- 參與食肆必須展示「星級有營食肆」標誌，以提供產品資訊及銷售點推廣資訊，以便顧客選擇健康菜式。
- 當參與食肆在其製造或售賣的食品使用及展示「星級有營食肆」標誌，並不表示此等產品已獲衞生署核准、認可或批准。

3. 申請在宣傳物料中使用「星級有營食肆」標誌

- 參與食肆如欲申請在餐牌以外的其他宣傳物料使用該標誌，必須填妥《「星級有營食肆」索取宣傳品表格》，連同有關的全彩色美術設計圖經秘書處提交衞生署審批。
- 署方接獲齊全的申請文件後，將在十個工作天內審核申請。
- 署方將按個別情況准許參與食肆使用或展示「星級有營食肆」標誌。

4. 終止

- 如食肆退出「星級有營食肆」運動，必須立刻停止使用「星級有營食肆」標誌，並於十個工作天內交還秘書處。

衞生署保留權利，可隨時按情況修訂關於「星級有營食肆」標誌的使用細則，參與食肆必須遵守。

Annex II

Conditions for Use and Display of
"EatSmart Restaurant Star+" Decal/Publicity Materials

The "EatSmart Restaurant Star+" Decal/publicity materials is/are only for use by restaurants participating in the "EatSmart Restaurant Star+" Campaign (participating restaurants). Participating restaurants must agree and comply with the conditions for use and display of the "EatSmart Restaurant Star+" Decal/publicity materials.

1. Ownership

- The "EatSmart Restaurant Star+" Decal/publicity materials is/are the properties of the Department of Health (DH).
- Participating restaurants shall not copy, reproduce, edit, lend or give the Decal/publicity materials to any third parties without the consent of the DH.
- The Decal/publicity materials should be used for health education and promotion purposes only.

2. Usage Format

- The "EatSmart Restaurant Star+" Decal/publicity materials shall be displayed and used in the original form and shall not be copied or modified in shape, size or colours.

3. Display Location

- The Decal can only be displayed at the shop front or other prominent location of the participating restaurants.

4. Decal Quantity

- Each participating restaurant will only be given one Decal marked with a number.

5. Procedures to Apply for Publicity Materials

- To request for "EatSmart Restaurant Star+" publicity materials, participating restaurants shall complete the '"EatSmart Restaurant Star+" Campaign – Publicity Materials Order Form' and submit it to the Secretariat.
- Upon receipt of the order form, the Secretariat shall review the application within ten working days.

6. Replacement of Decal

- Participating restaurants can replace their Decal with a new one if needed.. They will be delivered by the Secretariat in due course.
- Participating restaurants <u>are required to dispose of their old Decal immediately</u> upon replacing it with the new one.

7. Return of "EatSmart Restaurant Star+" Decal / Publicity Materials

- Upon withdrawal from the "EatSmart Restaurant Star+" Campaign, restaurants shall immediately discontinue the use/display of the Decal/publicity materials and return it/them to the Secretariat as soon as practicable.

- The DH may at any time request the immediate return of the “EatSmart Restaurant Star+” Decal / publicity materials from participating restaurants on the conditions specified in ‘“EatSmart Restaurant Star+” Campaign – Guidance Notes for Participating Restaurants’.

The DH reserves the right to impose other terms and conditions for use and display of the “EatSmart Restaurant Star+” Decal/publicity materials at any time as appropriate by which participating restaurants must abide.

Conditions for Use of "EatSmart Restaurant Star+" Logos

The "EatSmart Restaurant Star+" Logos are only for use by restaurants participating in the "EatSmart Restaurant Star+" Campaign. Participating restaurants must agree and comply with the conditions for use and display of the "EatSmart Restaurant Star+" Logos.

1. Ownership

- The "EatSmart Restaurant Star+" Logos are properties of the DH. They include:

  "Dish with More Fruit and Vegetables" Logo

  "3 Less Dish" Logo

  "EatSmart Promotion" Logo

- Participating restaurants shall not copy, reproduce, edit, lend or give the "EatSmart Restaurant Star+" Logos to third parties without consents or permissions from DH.

2. Usage

- The "EatSmart Restaurant Star+" Logos should be used for health education and health promotion purposes only.
- The "EatSmart Restaurant Star+" Logos shall be displayed and used in whole and the content of logos cannot be altered.
- The "EatSmart Restaurant Star+" Logos shall be displayed to provide product information and point-of-purchase promotional information to facilitate customers' selection of healthy dishes.
- The use and display of the "EatSmart Restaurant Star+" Logos on food products manufactured or sold by participating restaurants do not mean that such products are certified, endorsed or approved by the DH.

3. Request for Approval on Use of "EatSmart Restaurant Star+" Logos in Publicity Materials

- To request for the approval on the use of "EatSmart Restaurant Star+" Logos in other publicity materials other than food menus, participating restaurants should complete the '"EatSmart Restaurant Star+" Campaign – Publicity Materials Order Form' and submit it together with the artwork in full colour to the Secretariat for approval by the DH.
- Upon receipt of all the required documents for application, the DH shall review the application within ten working days.
- The DH shall approve the use or display of the "EatSmart Restaurant Star+" Logos by the participating restaurants on a case-by-case basis.

4. Cessation

- Upon withdrawal from the Campaign, participating restaurants shall immediately discontinue the use of "EatSmart Restaurant Star+" Logos and return them to the Secretariat within ten working days.

The DH reserves the right to impose other conditions for use of the "EatSmart Restaurant Star+" Logos at any time as appropriate by which participating restaurants must abide.