1. Definitions

a. "Collection" means a work, such as an encyclopedia or anthology, in which the Work is included in its entirety in unmodified form along with one or more other literary works, artistic works, performances, sound recordings or broadcasts, or other works or subject matter, each constituting separate and independent works in themselves, which together are assembled into a collective whole. A work that constitutes a Collection will not be considered a Derivative Work (as defined below) for the purposes of this Licence.

b. "Derivative Work" means a work based upon the Work, or upon the Work and other pre-existing works, such as an adaptation of a literary, dramatic or musical work, a modification of an artistic work, or sound recording or performance and includes cinematographic modifications or any other form in which the Work may be recast, transformed, or adapted including in any form recognizably derived from the original, except that a work that constitutes a Collection will not be considered a Derivative Work for the purpose of this Licence. For the avoidance of doubt, where the Work is a musical work, performance or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered an Derivative Work for the purpose of this Licence.

Note: “Derivative work” replaced “adaptation” which, under the Hong Kong Copyright Ordinance (HKCO) section 29 (1), is limited to “copyright in a literary, dramatic or musical work”

Deleted “distribution” because it is not clearly defined under HKCO.

c. "Licence Elements" means the following high-level license attributes as selected by Licensor and indicated in the title of this Licence: Attribution, Noncommercial, ShareAlike.

d. "Licensor" means the individual, individuals, entity or entities that offer(s) the Work under the terms of this Licence.

e. "Original Author" means the person who creates the Work, and especially, (i) in the case of a sound recording, the producer; (ii) in the case of a film, the producer and the principal director; (iii) in the case of a broadcast, the person making the broadcast; (iv) in the case of a cable program, the person providing the cable program service in which the program is included; (v) in the case of the typographical arrangement of a published edition, the publisher.

Note: the whole paragraph has been changed according to section 11 (1)(2) of HKCO.

Deleted “reproduce” as it is not well defined under HKCO.

f. "Work" means the work or subject matter protected by copyright which is offered under the terms of this Licence, including without limitation a literary, dramatic, musical or artistic work, sound recording, film, broadcast, cable program or typographical arrangement of a published edition.

Note: the whole paragraph has been changed according to section 2 (1) of HKCO.
g. "You" means an individual or entity exercising rights under this Licence who has not previously violated the terms of this License with respect to the Work, or who has received express permission from the Licensor to exercise rights under this Licence despite a previous violation.

Deleted “publicly perform” as it is not well defined under HKCO.

2. Fair Dealing Rights. Nothing in this Licence is intended to reduce, limit, or restrict any lawful uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under the Copyright Ordinance or other applicable laws.

Note: “lawful” is added before “uses” to make the meaning clearer. Not incorporated the list of “fair dealings” under HKCO sections 37 to 88 and sections 240 to 261 because it is too expensive.

Not added “fair use” as HK has not adapted “fair use” regime; not added “first sale” as HK is still restricting parallel import of copyright works.

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b. to create and Reproduce Derivative Works provided that any such Derivative Work, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work. For example, a translation could be marked "The original work was translated from English to Spanish," or a modification could indicate "The original work has been modified."; and

Note: “derivative works” replaced “adaptation” (see section 1(b) above)

c. to publish, distribute, archive, make available, publicly perform or otherwise disseminate the Work, the Work as incorporated in any Collection, or the Work as incorporated in any Derivative Work.

Note: added “publish, archive, make available,…or otherwise disseminate…” to fill the gaps in the license that used to be covered by the “terms “distribute” and “publicly perform” in the unported licence.

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Note: has chosen voluntary licence scheme because Hong Kong has no compulsory licence scheme.

f. Moral rights remain unaffected to the extent they are recognized by applicable law.

Note: used version 3.0 language but deleted the terms “and not waivable” because the moral rights are waivable under HKCO section 98.

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