3. Rules & Regulations

3.1. Terms of Application and Exhibition Rules & Regulations

Definition

1. In these Conditions, save as the context otherwise requires:

"AP/RSE" means a registered architect, a registered structural engineer, or a registered professional surveyor, being an authorised person in the context of the Buildings Ordinance (Chapter 123).

"Application Form" means the form whether electronic submitted via the Exhibitor Online Platform or submitted in hard copy by which the Exhibitor applies to exhibit at the Exhibition.

"Booth Service Fee" means the amount payable by the Exhibitor for the right to participate in the Exhibition and for the use of a Shell Booth or for the right to Custom-Built Participation during the Exhibition.

"Conditions" means these Terms of Application and Exhibition Rules and Regulations as amended from time to time by the Organiser.

"Custom-Built Participation" means the right to construct a custom built Exhibition Stand in the Exhibition Venue for the Exhibition.

"Exhibition" means the exhibition to be organised by the Organiser as specified in the Application Form.

"Exhibition Stand" means a stand including a custom-built stand referred to in clauses 11 to 17 and 20 to 23 of the Conditions.

"Exhibition Venue" means the Hong Kong Convention and Exhibition Centre situated at 1 Expo Drive, Wan Chai, Hong Kong or such other venue designated by the Organiser and notified to the Exhibitor in writing prior to the commencement of the Exhibition.

"Exhibitor" means a sole proprietor, a partnership or a limited company applying to exhibit at the Exhibition or, as the case may be, whose application to exhibit at the Exhibition has been accepted by the Organiser. For the avoidance of doubt, "Exhibitor" shall include all employees, representatives and agents of such sole proprietor, partnership or limited company. The terms “associate”, “affiliated company” and “associated company” refer to a person or corporation directly or indirectly related to or connected with the Exhibitor or any of the owner, partners, directors or shareholders (as the case may be) of the Exhibitor.

"Exhibitor Online Platform" means the online services (if any) provided by the Organiser (as defined below) at www.hktdc.com/hktradefairs, for the Exhibitor to submit its Application Form and, if applicable, manage its participation in the Exhibition, subject always to availability, the consent of the Organiser, and to these Conditions.

“Hong Kong National Security Law and Safeguarding National Security Ordinance” means including but not limited to Hong Kong National Security Law, Safeguarding National Security Ordinance, related legislations, laws and regulations.

"Organiser" means the Hong Kong Trade Development Council, which as promoter and organiser, is responsible for the regulation and control of all aspects of the Exhibition.

"Publicity Material" means the promotional gifts, catalogues, pamphlets and all and any advertising and publicity material whatsoever which an Exhibitor wishes to display, distribute or use at the Exhibition.

"Shell Booth" means a stand referred to in clauses 18 and 19 of the Conditions.

"Stand" means Exhibition Stand and/or Shell Booth.

Eligibility for the Conditions of Participation

2.1 The Organiser has the sole and absolute discretion in relation to the admission of Exhibitors. Until an Exhibitor's application made by way of Application Form has been accepted in writing by the Organiser, no rights to exhibit are granted notwithstanding payment or acceptance of the full Booth Service Fee submitted with the application. The Organiser reserves the right to decline any application without giving any reason.

2.2 All Exhibitors must be legally registered companies/businesses carrying on business either in Hong Kong or in their country of origin in accordance with applicable laws. The Organiser may require Exhibitors to enclose with their Application Form or payment or otherwise produce at any time a copy of their latest business registration certificate, certificate of incorporation or other company/business registration documents, business cards and/or product catalogues and/or other documents/materials as may be required by the Organiser proving that they are carrying on a bona fide business. Unless otherwise notified by the Organiser in writing, original documents should not be submitted as the Organiser cannot guarantee to return them.

2.3 The Exhibitor warrants that the Application Form and all other documents and information submitted to the Organiser in connection with it shall be true, complete, and up-to-date.

3. The use of the Exhibition Stand allocated to or custom built by the Exhibitor is strictly for trade promotion purpose only for the duration of the Exhibition. Exhibitor is required to use the area allocated for the Stand in a manner satisfactory to the Organiser both during assembling and installation of Stand as well as at the Exhibition. All booths must be properly manned, displayed and furnished with exhibits at all times during the Fair. Exhibitor shall comply with all applicable laws, regulations, license requirements and conditions in relation to their trade promotion activities during the Fair. The Organiser reserves the right to clear all or part of the Stand allocated to or custom built by the Exhibitor at Exhibitor's expense without notice should it not be satisfied with the way the Stand is being used. Save as provided in these Conditions, no Exhibitor shall have any claim for any refund in respect of the Booth Service Fee or any other monies paid.

Payment

4.1 Where the Application Form is submitted in hard copy, the appropriate Booth Service Fee, which shall be non-refundable (save as provided in these Conditions), must accompany each application.

4.2 For all other application methods including where the Application Form is submitted electronically via the Exhibitor Online Platform, the appropriate Booth Service Fee, which shall be non-refundable (save as provided in these Conditions), must be submitted by the Exhibitor following the application, in accordance with any instructions set out in any request for payment made by the Organiser.

4.3 For the avoidance of doubt, neither any acknowledgement of the receipt of the Application Form nor any request for payment made or issued by the Organiser shall by any means constitute acceptance of the Exhibitor’s application for the purposes of clause 2.1 above, and the Booth Service Fee stipulated on the Application Form should not be regarded as the final fee payable by the Exhibitor.

4.4 The Booth Service Fee and all other monies payable to the Organiser are exclusive of all taxes. Any applicable tax payable in respect of the payment made for participation in the Exhibition will be the responsibility of the Exhibitor. If at any time there is any withholding or deduction in respect of any taxes, duties or other charges that the Exhibitor would need to apply in accordance with any applicable laws of any country/region on any payment to the Organiser, the sum due from the Exhibitor in respect of such payment shall be increased to the extent necessary to ensure that after making such deduction or withholding, the net amount paid to the Organiser shall be equal to the sum it would have received if no deduction or withholding had been applied, and the Exhibitor shall

be responsible for settling the withholding taxes or other payments to the relevant authorities on its own account. Any invoice sent to the Exhibitor by the Organiser may include any applicable tax chargeable in accordance with the applicable laws.

5. The Organiser reserves the right to demand additional, non-interest bearing deposit(s) at any time as a guarantee for the cost of actual or potential damage.

6. In the event that an application for participating in the Exhibition is not accepted by the Organiser, the Booth Service Fee paid shall be refunded without interest to the applicant within 30 days from the date of notice of rejection of the application.

7. If an Exhibitor withdraws, for whatever reason, its application before receipt by it of a rejection of its application or after its application has been approved, the Booth Service Fee paid will be forfeited.

Use of Online Services

8.1 Subject to service availability and the consent of the Organiser, the Exhibitor may use online services provided by the Organiser including via the Exhibitor Online Platform by logging in with a user identification code ('Username') and password ('Password') in accordance with any guidance provided by the Organiser. The Organiser only provides an online platform for Exhibitor to handle its application for and participation in the Exhibition. The Organiser shall in no circumstances be liable to the Exhibitor or any other person for any unauthorised access thereto or for any error, mistakes, delay, loss or omission in transmissions made using the online services or their level of security whatsoever and howsoever occurs.

8.2 If the online services are available to the Exhibitor, the Exhibitor may change its Username and Password at any time, but such change shall only be effective if accepted by the Organiser.

8.3 The Exhibitor shall in good faith exercise reasonable care and diligence to keep its Username and Password confidential. At no time and under no circumstances shall the Exhibitor disclose its Username and/or Password to any other person.

8.4 The Exhibitor shall be responsible in full for any unauthorised disclosure of the Username and/or Password to any other person and shall bear all risks of the same being used by any unauthorised persons or for any unauthorised purposes.

8.5 Upon notice or suspicion of the Username or Password being disclosed to or coming into the possession or control of any unauthorised person, or of any unauthorised use of the Organiser's online services being made, the Exhibitor shall notify the Organiser immediately and, until the Organiser's actual receipt of such notification, the Exhibitor shall remain responsible for all and any unauthorised use of the online services.

Stand Allocation

9.1 The Organiser has the sole and absolute discretion in allotting the area in the Exhibition Venue for the positioning or construction of Stands and determining the location of such Stands. All decisions to such effect shall be final and no request for change will be entertained.

9.2 Any Exhibitor who wishes to use a name on its Stand which is different to that submitted on its Application Form must submit notice of this change to the Organiser in writing at least three months prior to the commencement of the Exhibition together with the following:-

(a) documentation (in form and substance satisfactory to the Organiser) signed by a certified accountant or the company secretary (in the case of a registered limited liability company) to prove that only the name of the applicant company has changed and not its ownership; or
(b) other documentation (in form and substance satisfactory to the Organiser) to show that the new company name belongs to a wholly-owned subsidiary of the applicant.

9.3 If any Exhibitor which having had its application accepted by the Organiser subsequently divides its business between two or more of its existing shareholders, the Organiser shall have the right to offer the right to exhibit as follows:-

(a) to the largest shareholder of the original applicant, who can exhibit under its own company name provided that it will be displaying the same category of products as the original applicant; and

(b) if the shareholding is divided evenly then the Organiser reserves the rights to terminate the agreement with the original applicant and reallocate the Stand unless the parties can reach an agreement among themselves regarding the transfer of the right to exhibit of which the Organiser is notified at least 3 months prior to the commencement of the Exhibition.

10.1 The Exhibitor's right to exhibit at the Exhibition and to use, on a non-exclusive basis, the Stand allocated to or custom built by the Exhibitor is personal to the Exhibitor and shall not be transferred, assigned, sub-contracted, licensed to or otherwise howsoever shared with any third party. Any Exhibitor who is found by the Organiser in its absolute opinion to have transferred, assigned, sub-contracted, licensed or otherwise howsoever shared its Stand with a third party, will be obliged to immediately withdraw from the Exhibition, dismantle its Stand and remove its exhibits at its own expense.

10.1 10.2 The Organiser reserves the right to maintain a record of those Exhibitors who have breached clause 10.1 of the Conditions and may at its sole and absolute discretion refuse to allow these Exhibitors or any of their shareholders, parent, associate, affiliated, associated and/or subsidiary companies and/or any brand(s) which it or they represented, represents or may represent to participate in any or all future exhibitions, events or trade fairs organised by the Organiser.

10.3 In order to promote, or distribute, or display any business card, material or exhibit (promotional or otherwise) bearing the name of, or allow the presence of any employee or representative of, a wholly-owned subsidiary of the Exhibitor or a third party company for whom the Exhibitor is acting as a formal agent or distributor, on its Stand, the Exhibitor must apply in writing to the Organiser for permission at least three months prior to the commencement of the Exhibition together with supporting documents showing the connection between the Exhibitor and the relevant subsidiary or third party company. The Organiser has the sole and absolute discretion to determine whether to give such permission and in giving such permission, may stipulate such conditions as it deems fit. For the avoidance of doubt, the Exhibitor shall be deemed to have breached clause 10.1 of the Conditions if the Exhibitor distributes or displays any business card, material or exhibit bearing a third party's name or allow the presence of any person other than its employee without the prior permission of the Organiser or in violation of any condition so imposed.

10.4 The Organiser has the right at its sole and absolute discretion to prevent Exhibitors from having more than one Stand at the Exhibition.

10.5 The Organiser has the right at its sole and absolute discretion to prevent two or more Exhibitors with a common ownership or shareholder to attempt to consolidate their Stands or to display the same goods or product range at separate Stands, notwithstanding their application having been accepted.

Stand Construction

11. Stands and exhibits shall not exceed the maximum floor loading limit as follows:

Hong Kong Convention and Exhibition Centre	Maximum floor loading limit
Hall 1ABC, Hall 3BCFG & Hall 5BCFG	1,700 kg/m^2
Hall 1DE, Hall 3DE, Hall 5DE	1,250 kg/m^2
Others	500 kg/m^2

12. The Organiser reserves the right to alter or remove without notice and at the Exhibitor's expense any Stand which differs from the submitted specification or any Stand that does not conform to the Organiser's required standard, rules and regulations. The Exhibitor shall have no claim against the Organiser or its agents for any extra cost of replacing its Stand to conform to the Organiser's required standard, rules and regulations or for any other losses or damages relating thereto.

13. Exhibitors who have opted for Custom-Built Participation may appoint either the official stand

contractor or their own contractor to design and construct their Exhibition Stands, the design of which must be submitted to the Organiser for review as provided in these Conditions.

14. Work of any kind carried out at the Exhibition Venue must conform to the current local laws and regulations in force in Hong Kong, including but not limited to the compliance with the compulsory requirement to take out and maintain a policy of employees' compensation insurance pursuant to Section 40 of the Employees' Compensation Ordinance, Cap.282, and those specified by the Organiser. This applies to the Exhibitor, its agents, contractors and subcontractors. The Organiser reserves the right to stop any work which contravenes with any of these laws and regulations and the Exhibitor shall have no claim against the Organiser or its agents for any losses or damages relating thereto.

15. The suspension of Stands or lighting devices from the ceiling structure of the Exhibition Venue is not permitted. All lighting devices have to be attached to a lighting truss of no more than 1m height, with a minimum of 2.5m and a maximum of 6m ground clearance.

16. Fixings to the surface of the floors to secure margin boards and other stand fittings will not be permitted unless prior approval in writing is obtained from the Organiser.

17. The removal and disposal of crates and stand fittings or materials are not covered by the Booth Service Fee and are subject to an additional charge based on the charges imposed by the Exhibition Venue or such other sum as the Organiser may reasonably determine.

Shell Booths

18. Shell Booths are provided by the Organiser's official contractor and are of a standard design. No variations in any kinds in whatever nature of the Shell Booth including but not limited to its fascia board, lettering and fittings, shall be allowed unless prior written approval is given by the Organiser.

19. No decoration, booth fitting or exhibit shall exceed 2.5m in height or the height of the Shell Booth, whichever is lower.

Custom-built Participation

20. Custom-Built Participation contractors' information, construction drawings, site work deposit and a copy of valid public liability insurance should reach the Organiser for review at least eight weeks before the commencement of the Exhibition. Otherwise, a late charge of HK$3,000 (US$400) will be charged to the Exhibitor or its appointed contractor. Drawings submitted must be in a reasonable scale of at least 1:100, fully dimensioned and must contain information such as floor plan, stand elevation, electrical fittings, carpeting, colours and materials to be used, moving exhibits, audio-visual equipment, weights and point loading of exhibits.

21. No contractor's badge or e-vehicle will be issued for entry of Exhibition Venue and no custom-built stand is permitted to be erected at the Exhibition Venue unless the contractors' information, construction drawings, site work deposit (including late charge, if applicable) and a copy of valid insurance policy have been received by the Organiser.

22. All custom-built participation designs, stand materials used and its construction must conform to the rules and regulations of the Exhibition Venue and those of any public authority or department of the Hong Kong SAR Government.

23. The transporting, assembling, dismantling and the removing of custom-built stands are the responsibility of the Exhibitor or its appointed contractor. All such work must be carried out according to the arrangements and within the time limits specified in these Conditions or otherwise by the Organiser.

24.1 Please note maximum booth height varies between halls and ancillary areas and the Exhibitor is advised to confirm this with the Organiser before commencing any Stand design work. General guide summarised as follows:-:

Exhibition Venue	Maximum Booth Height
Hong Kong Convention and Exhibition Centre	2.5m~4m

24.2 Restriction on Custom-built Stand Height*

24.2.1 The maximum booth height for all single-deck custom-built booths is 4m. The maximum height for double -deck booths is 5m.

24.2.2 For any stand situated within ± 0.5m of the smoke curtain in Hong Kong Convention and Exhibition Centre, the maximum allowable stand height is 2.5m or 3m (depends on the location). Please refer to the hall plan or check with Organiser, if required.

25.1 A structural safety certificate must be submitted upon completion of work for all custom-built stands exceeding 2.5m in height, using a hanging lighting truss, and/or as otherwise deemed required by the Organiser and/or the Exhibition Venue's Operator. The structural safety certificate shall be endorsed by an AP/RSE and should be submitted to the Organiser by 1500 hrs on the last move-in date before the Exhibition, at the latest. If this rule is not observed, the Organiser and/or the Exhibition Venue's operator reserve(s) the rights to prohibit all access to the Stand and/or to modify or dismantle it. Exhibitors must accept full responsibility for the safety of the Stand, as the Construction Sites (Safety) Regulations (Chapter 59I) is applicable.

25.2 For Stands and temporary structures at 4.5m in height or above; hanging lighting truss with equipment weighting at 100kg or above; self-standing speakers and/or lighting towers at 2.5m in height or above; stages at 1500mm in height or above constructed at shows, design drawings and structural calculations endorsed by an AP/RSE will be required by government authorities as well as the Exhibition Venue's operator. The design drawings and structural calculations should reach the Organiser at least 7 weeks before the commencement of the exhibition for forwarding to relevant parties.

26. All Stands should be dismantled and removed together with all other materials and waste by 2400 hrs on the last date of the Exhibition (unless extra move-out arrangements have been agreed with the Organiser). Otherwise, over-time hall rental charges will be imposed until all such items have been cleared.

27. For overseas exhibitors or their appointed overseas contractors who intend to construct/dismantle their own Stands, it is mandatory to comply with the requirements imposed by the Immigration Department of Hong Kong. For further queries, please contact the Hong Kong Immigration Department.

28. For detailed information regarding custom-built stands in the Exhibition Venue, please refer to the Exhibitors' Manual with which all Exhibitors and/or their appointed contractors are required to comply.

Electricity & Utility Services

29. Only electricity can be used as a source of light or power at the Exhibition Venue.

30. All electrical works shall be carried out at Exhibitor's expense by the official contractor appointed by the Organiser. Design plan or proposals for electrical installation must reach the Organiser for review not later than 6 weeks before the commencement of the Exhibition. The Organiser may require amendments or variations to be made to the design plan or proposals at its sole and absolute discretion.

31. Electric current will be supplied in 210-230 volt, single phase. Electric current of a higher voltage,

(380 volt, three phases), will be supplied subject to prior arrangement with the Organiser. The maximum electric power that will be supplied is 20 KW per 15 square meter of floor area.

32a. Electricity, whether from the mains, batteries or generators shall be supplied only through the Exhibition Venue's official contractor.

32b. Utility services such as electricity, compressed air, water, drainage, may be supplied only by venue provider. Outside supplier and self-brought equipment is strictly prohibited. If require such service, please contact the Official Contractor.

Use of Stand & Safety

34. The Exhibitor shall be solely responsible for the precautionary measures (such as guards or other means of protection) to protect the public from any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by competent persons authorised by the Exhibitor and shall not be left running in the absence of such persons. Display of such working or moving exhibits must be subject to the Organiser's prior written approval.

35. The use of laser products at the Exhibition requires prior approval in writing from the Organiser. Application for approval of such use must be submitted to reach the Organiser not later than two months before the commencement of the Exhibition.

36. No advertising or demonstration at the Exhibition, including the staging of any fashion show, will be allowed at the Exhibition Venue unless the Organiser's advance approval in writing is obtained.

37. Any musical performance, including the use of music recording for fashion show, requires the permission of:

(a) The Composers and Authors Society of Hong Kong Ltd
18/F., Universal Trade Centre, 3 Arbuthnot Road, Central, Hong Kong
Tel: (852) 2846 3268 Fax: (852) 2537 0569
Website: http://www.cash.org.hk

(b) Phonographic Performance (South East Asia) Ltd. (For recorded music only)
Unit A, 18/F, Tower A, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Hong Kong
Tel: (852) 2861 4318 Fax: (852) 2866 6869
Website: http://www.ppseal.com/tc/home.html

(c) Hong Kong Recording Industry Alliance Limited (Fro recorded music only)
Units 907-909, 9/F., CTF Life Tower, 18 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong
Tel: (852) 2520 7000 Fax: (852) 2882 6897
Website: http://www.hkria.com/en/index.aspx

(d) Such other relevant bodies which are entitled to grant the relevant permission from time to time.

All fees and expenses in connection with application of musical performance shall be borne by individual Exhibitor concerned.

38.1 Publicity Materials of any Exhibitor may only be distributed from the Exhibitor's own Stand. No advertising, demonstration or canvassing for business may be carried out anywhere else within the Exhibition Venue. No exhibits or advertising signs shall be placed outside the confines of the Exhibitor's Stand.

38.2 The Exhibitor may only display exhibits and Publicity Material which corresponds to the product category zone as stated in the booth confirmation letter of the Exhibition.

39. The Exhibitor shall not hang on, or otherwise adhere to the fascia boards any stickers, posters, hangers or other materials.

40. Gas-filled balloons shall not be permitted at the Exhibition Venue under any circumstances.

41. Exhibitor's Stand must be manned by an authorised and competent representative of the Exhibitor

at all times during the Exhibition. Such representative must be fully conversant with the Exhibitor's products and/or services and shall be duly authorised to negotiate and conclude contracts for the sale of the Exhibitor's products or services. The Exhibitor shall produce confirmation (in such form as may be reasonably required by the Organiser) that the representative shall comply with these Conditions and with any and all directions which the Organiser or its agents may give before or during the Exhibition.

42. Organiser shall be entitled at its sole and absolute discretion to require forthwith to be removed, and to remove, at the Exhibitor's expense, from any Stand or any area allocated for Custom-Built Participation made available to any Exhibitor, any goods, Publicity Material, items or things displayed or placed there without any obligation to give any reason therefor, and without incurring any liability for any loss, damage or expense whatsoever incurred by the Exhibitor or any other person as a consequence thereof.

43. The Exhibitor warrants that any exhibits and packages thereof, or any goods, wearables, signs, slogans, Publicity Material, items or things displayed or placed on or at the Stand, or any other part of the display on the Stand, Exhibitor's Website, or Organiser's online or mobile platform, or any of the Exhibitor's activities or behaviours, events, competitions or schemes conducted at the Stand or otherwise at or during the Fair do not contain or violate any application license requirements and/or conditions as amended from time to time or such activities or behaviours become not conducive to any applicable laws or regulations of Hong Kong SAR, including but not limited to Hong Kong National Security Law and Safeguarding National Security Ordinance. Products exhibited or featured in the Publicity Material must be legal to market, sell, import to and possess in Hong Kong, and if any licences or permits are required for such marketing, selling, importation or possession or for conduct of Trade Promotion Competitions, the Exhibitor must be appropriately licensed or permitted in advance. The Exhibitor must at all times be compliant with any laws or regulations as well as any applicable license requirements and conditions governing the marketing, sale, importation, and possession of such products, and the conduct of any Trade Promotion Competitions. Without limiting the foregoing, any illegal gambling or unauthorised Trade Promotion Competitions, and the display of any of the following items are strictly prohibited: offensive weapons, firearms, ammunition, explosives, radioactive materials, flammable and inflammable substances, obscene articles, poisons and illegal drugs and associated paraphernalia. The Exhibitor agrees to fully indemnify the Organiser and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any breach of this condition.

44.1 The Exhibitor warrants that the exhibits and packages thereof and the Publicity Material or any other part of the display on the Stand do not in any way whatever violate or infringe any third party's rights including all intellectual property rights including but not limited to trade marks, copyright, designs, names, and patents whether registered or otherwise. The Exhibitor agrees to fully indemnify the Organiser and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any third party's claim of infringements by the Exhibitor and/or the Organiser and/or the latter's agents, representatives, contractors or employees of such third party's rights.

44.2 The Exhibitor agrees that it shall comply with any "Exhibitors' Brief on the Protection of Intellectual Property Rights at HKTDC Exhibitions" (**"Exhibitors' Brief"**) that the Organiser may issue from time to time, including abiding by any complaint procedures and penalties stated in the Exhibitors' Brief, whether as a complainant of infringement of intellectual property right or as a party subject to any such complaint. If the Exhibitor fails to abide by any of the terms and conditions of the Exhibitors' Brief, the Organiser shall have the sole and absolute discretion to ban the Exhibitor and any or all of its shareholders and/or parent, associate, affiliated, associated and/or subsidiary companies and/or any brand(s) which it or they represented, represents or may represent from any or all future exhibitions, events or trade fairs organised by the Organiser and/or to further ban any representatives of the Exhibitor in question from entering the venue of the current Exhibition in which the Exhibitor is participating.

44.3 If a complainant/an Exhibitor (**"complainant"**) files a complaint with the Organiser in accordance with the Exhibitors' Brief and requests the Organiser to take action against an Exhibitor, the complainant agrees to hold the Organiser, its agents, representatives, contractors and employees (including but not limited to their legal advisors) harmless and to fully indemnify each and every

one of them against any and all liabilities, losses, costs (including but not limited to legal costs), expenses and damages of any nature whatsoever incurred or suffered by any of them as a result of or however arising from any action that the Organiser, its agents, representatives, contractors or employees (including but not limited to their legal advisors) may take in reliance of or as result of such complaint filed by the complainant, or any other requests, directions or instructions made or given by the complainant pursuant to such complaint. The complainant further agrees not to take any legal action or make any claim or demand against the Organiser, its agents, representative, contractors or employees (including but not limited to their legal advisors) in relation to such complaint and the alleged infringement of intellectual property rights.

45. Stand assembling, installation and decoration must be carried out within the time limits specified by the Organiser and must in any case be completed by 6pm on the day immediately preceding the commencement date of the Exhibition. The Organiser reserves the right to assemble, install or decorate any area in the Exhibition Venue allocated for Custom-Built Participation or Stand which is not completed by that time at the Exhibitor's expense.

46. Any kinds of repairs or alterations in whatever nature to the Stand or displays may only be carried out after the Exhibition is closed to the public and with prior written agreement of the Organiser.

47. No Stand or exhibits shall be dismantled or removed before the official closing time of the Exhibition on the last day of Exhibition unless special permission has been given by the Organiser.

48. All audio-visual equipment must generate a noise level which does not cause any annoyance or inconvenience to other Exhibitors or visitors. The Organiser reserves the right to appoint one or more exclusive audio-visual equipment suppliers whereupon the Exhibitor shall be obliged to hire the equipment of such exclusive suppliers.

49. No Exhibitor shall engage in or permit filming, sound or video recording, telecasting and broadcasting at the Exhibition Venue unless prior written approval is obtained from the Organiser.

50. Any public auctions, illegal gambling or unauthorised Trade Promotion Competitions shall not be permitted or conducted at the Exhibition Venue under any circumstances.

51. Full particulars of all personnel, agents or representatives of the Exhibitor must be submitted to the Organiser for approval and registration before they may be admitted to the Exhibition Venue. All such personnel, agents and representatives of the Exhibitor as are approved by the Organiser (“authorised personnel”) will be issued with badges for identification and admission purposes, and such badges are non-transferrable. The Exhibitor must follow the proper procedures prescribed by the Organiser should they need to apply for additional badges for their personnel. The Exhibitor acknowledges that the badges are the property of the Organiser and that the Organiser owns all intellectual property rights in the badges. The Exhibitor hereby undertakes to procure and also warrants that it and all its authorised personnel shall:-

(a) only display and use badges officially issued by the Organiser and display their badges conspicuously whilst at the Exhibition Venue;
(b) not to make any unauthorised copies of or otherwise reproduce any badge (“Unauthorised Badge”), or make available copies of, use or permit any third party to use any Unauthorised Badges;
(c) not pass or transfer their badges to any other person;
(d) return their badges to the Organiser at the conclusion of the Exhibition upon demand by the Organiser;
(e) comply with all obligations expressed to be imposed by these Conditions on the Exhibitor;
(f) comply with all obligations imposed on them as the condition of approval of their admission to the Exhibition by the Organiser.

Should the Organiser find any unauthorised or inappropriate use of badges by any person, the Organiser shall have the right at its sole and absolute discretion to take any or all of the following actions:-

(a) immediately confiscate such badges and refuse entry of the Exhibition Venue to such person(s);

(b) if the Exhibitor then applies for additional badges, charge additional fees for the Organiser to process and issue additional badges for the Exhibitor;
(c) impose penalty on the Exhibitor as the Organiser may consider appropriate in its sole absolute discretion to impose, including but not limited to immediately terminating the Exhibitor's right to exhibit at the Fair without any compensation to the Exhibitor, postponing the Exhibitor's turn to select its booth location for the Fair to be held in the following year, or to ban the Exhibitor from exhibiting at the Fair or any other fairs organised by the Organiser in the future; and/or
(d) take any further legal actions against the Exhibitor for the unauthorised use or inappropriate use of the badge.

Publicity

52. The Organiser shall arrange and be responsible for all publicity arrangements for the Exhibition both overseas and in Hong Kong and no Exhibitor, or its agents, shall give or cause to be given any interview, public announcement, press statement, or any other publicity whatsoever intended to publicize the Exhibition as a whole.

53. The Exhibitor shall not disclose, appropriate or use and shall prevent its representative at the Exhibition from disclosing, appropriating or using any technical or confidential information regarding the business or affairs of the Organiser or any of the Exhibitors at the Exhibition acquired by way of the Exhibitor's license to exhibit at the Exhibition.

Move-in and Move-out of Stand Materials/Publicity Material & Exhibits

54. Exhibitor shall move in to the Exhibition Venue according to the arrangements and within the time limits specified by the Organiser.

55. Subject to Clause 56 below, the arrangement and payment for transporting goods, products or exhibits to and from the Exhibition Venue, and the receiving, decorating and removing its goods, products or exhibits are entirely the responsibility of the Advertiser/Exhibitor.

56. No trolleys shall be allowed in any carpeted areas of the Exhibition Venue.

57. All goods, products, exhibits, Stand materials/Publicity Material and the like of the Advertiser/Exhibitor shall be removed by the relevant Exhibitor according to the arrangements and within the time limits specified by the Organiser. Any goods, products, exhibits or Stand material/Publicity Materials and the like of the Advertiser/Exhibitor not collected by the Advertiser/Exhibitor by the time limits specified by the Organiser shall be abandoned and the Advertiser/Exhibitor shall be treated as absolutely and forever waive all rights and claims in respect of the goods, products, exhibits or Stand material/Publicity Materials and the like against the Organiser. The Organiser shall thereafter be entitled to deal with and/or dispose of the goods, products, exhibits or Stand material/Publicity Materials at the Organiser's absolute discretion without further notice to the Advertiser/Exhibitor. The Organiser's rights in Clause 56 shall survive the conclusion of the Exhibition or the termination of the agreement between the Organiser and the Advertiser/Exhibitor for any reason. All proceeds (if any) of such disposal shall be retained by the Organiser to cover the administrative fees and the Organiser shall not be obliged to account the proceeds to the relevant Advertiser/Exhibitor.

58. The Organiser reserves the right to appoint one or more exclusive contractor(s) to handle the movements of all goods and exhibits in and out of the Exhibition Venue, whereupon the Exhibitor shall be obliged to hire the services of such exclusive contractor(s).

Links to Exhibitor's Website

59. The Exhibitor's website should:

(a) be professionally prepared, organised and maintained in a presentable and respectable manner, compatible with the quality image of the Organiser;
(b) contain information aimed at promoting trade and business, and should be in compliance with all applicable laws;
(c) not be a mail order catalogue for products or services as retail operations are not permitted to function through the access made available on the Organiser's website; and

(d) not be a database or contain any link to other websites.

60. The Exhibitor agrees to and welcomes the Organiser's establishment and provision of a hypertext link to the Exhibitor's website on the Organiser's website for such duration as the Organiser in its sole and absolute discretion deems fit. The Exhibitor agrees that the Organiser shall not be liable for any loss or liability whatsoever arising from or in connection with the Organiser's provision or removal of the hypertext link or any service interruptions of the Organiser's website, whether caused by the Organiser or its employees or not.

61. The Exhibitor warrants to the Organiser that its website does not contain any of the following:

(a) critical, defamatory, libellous, slanderous or derogatory messages, statements or material about other countries, territories, governments, cultures, religions, persons, companies, Organisations, entities, products, services or otherwise;
(b) obscene or indecent articles;
(c) messages, statements or material which may be considered violent, racist, harmful or otherwise objectionable in nature or any information or displays, pictures or captured photos or films/clips which may contravene or become not conducive to Hong Kong National Security Law, Safeguarding National Security Ordinance and related laws and regulations;

(d) any information or material which is deceiving, misleading or likely to cause confusion to site visitors;
(e) any information or material which is illegal in the Exhibitor’s country, the country its website is hosted in, or Hong Kong.

Exhibitor's Undertakings

62. The Exhibitor hereby undertakes to the Organiser that it shall:

(a) take all necessary precautions to ensure that:
  (i) the information or material contained in the Exhibitors' website is at all relevant time accurate, truthful and complete;
  (ii) the Exhibitor's website is virus free and that it shall inform the Organiser immediately of any infection or suspected infection of any part of its website by any kind of virus;

(b) regularly update its website to maintain accuracy and to ensure conformity with the established image and good reputation of the Organiser;
(c) inform the Organiser of any changes made to the name of a web page on the Exhibitor's website or its home page; and
(d) ensure that the contents of its website:
  (i) do not infringe any intellectual property rights or other rights of any third party;
  (ii) must not at any time violate any laws applicable to the Exhibitor or the Organiser, including but not limited to any Hong Kong law, or any international conventions, codes or regulations applicable to the Internet or its usage, and other applicable laws; and
  (iii) are not, in the reasonable opinion of the Organiser, unfavourable to the image of the Organiser or otherwise undesirable.

63. Where the Exhibitor is using online services provided by the Organiser and/or has registered for those services by applying for a Username, including via the Exhibitor Online Platform, it shall not allow any person other than those authorised to act on its behalf to use such online services, and it shall not allow any person to use such services for or in connection with any unauthorised or illegal purpose or activity. The Exhibitor shall notify the Organiser as soon as practicable if it becomes aware of any such use.

64. The Organiser reserves the right at any time to bar access to or delete the link between the Organiser's website and the Exhibitors' website at the Organiser's sole and absolute discretion without notice and without giving any reasons therefor.

65. The Exhibitor irrevocably waives all rights to bring any claim or action against the Organiser for any loss, damage or injury which may arise as a result of the way in which the linked site is depicted or portrayed on or accessible from the Organiser's website.

66. The Organiser shall not be responsible for any illegal or unauthorised use of materials from the Exhibitor's website or other infringement conducts of any visitors to the Exhibitor's website via the link on the Organiser's website.

67. The Exhibitor undertakes to fully indemnify and at all time to keep indemnified in full the Organiser from and against all losses, liabilities, actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses whatsoever and wherever arising which the Organiser may suffer or incur by reason of or in relation to or otherwise associated with its hypertext link to the Exhibitor's website.

Exclusion of Liability

68. Other than death or personal injury caused by the negligence of the Organiser or its employees, none of the Organiser, its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of any loss, injury or other damages suffered by or caused to the Advertiser/Exhibitor, its agents, representatives, contractors or employees or the products or other property of the Advertiser/Exhibitor or of such parties or of any other Exhibitors or visitors. For the avoidance of doubt, any death or personal injury caused by or resulting from the acts of God, war, health concerns (such as the outbreak of the Severe Acute Respiratory Syndrome), threats of terrorist attack, riots, demonstrations, civil disturbances, inevitable accident or any other cause not within control of the Organiser shall not be regarded as the negligence of the Organiser or its employees. Any approval granted by the Organiser pursuant to the Conditions shall not constitute any form of endorsement of the subject matter of the approval by the Organiser, and shall not in any way transfer any liability or responsibility to the Organiser or not in any way relieve or diminish the Advertiser/Exhibitor of its indemnity and responsibilities. This clause shall survive the conclusion of the Exhibition or the termination of the agreement between the Organiser and the Advertiser/Exhibitor for any reason."

69. The Organiser shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made between the Exhibitor and other parties during or as a result of the Exhibition.

70.1 The Exhibitor undertakes to fully indemnify and at all times hereafter to keep indemnified in full the Organiser, its agents, representatives, contractors and employees on demand from and against all losses, liabilities, actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses whatsoever which it may suffer or incur by reason of or in relation to all acts and/or omissions, including without limitation the negligence, wilful default or fraud of the Exhibitor, Exhibitor's agents, representatives, contractors, employees, or other third parties, in the performance of any agreement hereunder or any breach by the Exhibitor of these Conditions.

70.2 If any of the Exhibitor, its agents, representatives, contractors or employees or any third parties ("Exhibitor's Parties") has (whether with or without the Organiser's prior written approval), made any modification or alteration to or on any part of the Stand, that has been provided by the Organiser (the "Alterations"), which results in any losses, damages, injuries, liabilities, compensation or claims to or by any persons, (together "Claims"), the Exhibitor shall be held solely and fully responsible and liable for any and all such Claims. Notwithstanding any approvals from the Organiser, the Exhibitor shall fully indemnify the Organiser, its agents, representatives, contractors and employees on demand from and against all losses, liabilities, actions, alleged claims or damages, costs (including but not limited to legal costs on a full indemnity basis) and expenses whatsoever arising from such Claims.

71. The Organiser undertakes no financial or legal responsibility for any type of risk concerning so arised or affecting the exhibitors/visitors, including but not limited to their personal belongings and exhibits during the exhibition. The Exhibitor in whatsoever shall at its own costs take out sufficient and specific insurance for the exhibition participated. The Exhibitor shall solely be responsible for effecting insurance which shall fully cover and include (but not limited to) its displays, products, exhibits and stands against loss or damage by theft, fire, water, accident, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the Organiser upon request. The Exhibitor is obliged to make sure that the coverage and value of such insurance policy for such exhibition is sufficient and reasonable and shall be solely responsible for any shortfall for any damages so suffered in whatsoever. The Exhibitor shall fully indemnify the

Organiser in the event that any person has sustained personal injury and/or property damage as a result of the above and/or unauthorised alternation/ modification on the booths undertaken by the Exhibitor, Exhibitor's agents, representatives, contractors, employees, or other third parties.

72. Exhibitors with custom-built stands accept full responsibility for the safety of its booth and shall fully indemnify and at all times hereafter keep indemnified in full the Organiser, its agents, representatives, contractors and employees on demand from and against all losses, liabilities, actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses whatsoever which it may suffer or incur by reason of or in relation to the safety, suitability or fitness for purpose of a custom-built stand and damage caused by a custom-built stand to the Exhibition Venue, the other Exhibitors, visitors, the Organiser or any other third parties.

73. The Exhibitor is solely responsible for and shall take out sufficient and specific insurance policies to cover itself against all potential liabilities imposed on it in these Conditions as well as possible legal liability for negligence during the exhibition and shall produce such policy of insurance to the Organiser upon request. Exhibitor is fully and solely liable for any loss or damage caused by an act or omission of the Exhibitor or its agents, representatives, contractors or employees to any property of the Exhibition Venue, the other Exhibitors, visitors, the Organiser or any other third parties. For exhibitors with precious exhibits, they are particularly required to take out specific insurance coverage and/or special security service at the exhibitors' expense for overnight storage for the exhibition. The Exhibitor shall produce such policy of insurance to the Organiser upon request. The Exhibitor is obliged to make sure that the coverage and value of such insurance policy for such exhibition is sufficient and reasonable and shall be solely responsible for any shortfall for any damages so suffered in whatsoever.

74. The Organiser reserves the right to exercise a general lien over any property the Exhibitor has in the Exhibition Venue in respect of all monies due from the Exhibitor to the Organiser (including but not limited to claims for damages) in connection with the Exhibition.

75. The Exhibitor hereby agrees that the maximum liability of the Organiser under these Conditions shall not exceed the fee actually received by the Organiser from the Exhibitor.

Waiver

76. The waiver by the Organiser of any of these Conditions shall not prevent the subsequent enforcement of these Conditions and shall not be deemed to act as a waiver in respect of any subsequent breach.

Termination of Right to Exhibit

77. The Organiser shall have the right to terminate without notice an Exhibitor's right to exhibit in the Exhibition and shall have the sole and absolute discretion to ban the Exhibitor and/or any or all of its shareholders, parent, associate, affiliated, associated and/or subsidiary companies and/or any brand(s) which it or they represented, represents or may represent and/or remove and ban any exhibits, goods, Publicity Materials, materials, articles, items or things exhibited by any or all of such persons or entities from any or all future exhibitions, events or trade fairs organised by the Organiser and/or to ban any or all such persons or entities from entering the Exhibition Venue and to close the Stand immediately at the Exhibitor's expense in any of the following circumstances:

(a) if an Exhibitor or any of its representatives commits a breach of any of the Conditions or any additional rules and regulations introduced in accordance with clause 84 of the Conditions; or
(b) if an Exhibitor, being a body corporate, enters into a liquidation whether compulsory or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt or if an Exhibitor being a sole proprietorship or partnership becomes, or one of its members becomes bankrupt or insolvent or enters into any arrangements with its creditors or takes or suffers any similar action in consequence of debt; or
(c) if the Exhibitor conducts any activity which, in the opinion of the Organiser, does not conform to the nature and purpose of the Exhibition, or interferes with the rights of other Exhibitors at the Exhibition; or
(d) if the Exhibitor displays prices or sells goods (which in either case does not conform to the nature and purpose of the Exhibition) to private persons or sells goods for immediate delivery

in the Exhibition Venue; or

(e) if the Stand is not occupied by the Exhibitor 30 minutes before the opening hour (as published in the Exhibitor's Manual produced by the Organiser) on the first exhibition day of the Exhibition, the Exhibitor shall be deemed to have withdrawn from the Exhibition, and the Organiser shall have the right to use the Stand or area allocated to the Exhibitor for Custom-Built Participation as it deems appropriate. The Booth Service Fee paid will be forfeited as if the Exhibitor had cancelled the participation as of such date; or

(f) if the Exhibitor's display on its stand incorporates less than 60% of its display area exhibiting the appropriate products corresponding to the brand and/or the product category zone as stated in the booth confirmation letter of the Exhibition or incorporates any product which does not correspond to the brand and/or the product listing as stated in the Application Form of the Exhibition; or

(g) if the Exhibitor is found to be acting in a discriminatory manner against certain visitors at the Exhibitions; or

(h) if the Exhibitor is found to have committed any act which, in the opinion of the Organiser, might prejudice or damage the reputation and/or image of Hong Kong, its industries, the fair or the Organiser. Areas of concern include but not limited to Hong Kong National Security Law, Safeguarding National Security Ordinance, product safety and respect for intellectual property rights (IPR), labour rights, environmental laws, trade description and trade practices laws etc; or

(i) if the Exhibitor is accused or convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibition or the Organiser into disrepute; or

(j) if the Exhibitor is in breach of any applicable local laws, rules or regulations, including contrary to Hong Kong National Security Law and Safeguarding National Security Ordinance; or

(k) if the Organiser in its sole and absolute discretion decide that the Exhibitor's right to exhibit shall be terminated.

78. In the event that an Exhibitor's right to exhibit in the Exhibition is terminated under clause 77 (a), (b), (c), (d), (e), (f), (g), (h), (i) or (j) of the Conditions, the Exhibitor shall have no claim for refund of any monies paid to the Organiser.

79. The Organiser shall return to the Exhibitor all Booth Service Fees paid in the event of a termination of the Exhibitor's right to exhibit under clause 77 (k) of the Conditions. The Exhibitor shall have no other claims against the Organiser for any of its loss or damages in connection with any such termination.

Postponement and Cancellation of Exhibition

80. The organiser reserves the right to change the date(s) of the Exhibition to other date(s) (including but not limited to postponing to later date(s)) as the Organiser deems fit, or cancel, alter in character or mode, reduce in scale, shorten or extend the duration of the Exhibition at any time without incurring any liability whatsoever to the Exhibitor due to circumstances beyond the Organiser's control including but not limited to acts of God, war, health concerns (such as outbreaks of the Severe Acute Respiratory Syndrome, bird flu or other health threats), fear of terrorist attack, riots, demonstrations, travel restrictions, curfew, epidemic, embargo, civil unrest, legal proceedings, industrial disputes of whatever nature, government regulations, the lack of or refusal to grant any government or third party approvals, permits, consents or licences, major disruption of transport system, system malfunctions or failure of telecommunications or other electronic communications that make it in the opinion of the Organiser impossible or impractical or undesirable for the Organiser to hold the Exhibition as initially planned. The Exhibitor shall have no claim against the Organiser or its agents or representatives, whether for loss or damage, or return of all or part of any money paid by the Exhibitor in respect of any postponement, cancellation, alternation, reduction, shortening or extension made in accordance with this provision.

81. The Organiser reserves the right to change the plan, site character or venue of the Exhibition at any time without giving notice to the Exhibitor. Proportional allowance for use of the Exhibition Venue may be made if deemed appropriate by the Organiser (in its sole and absolute discretion) but it shall not be liable for any further compensation to the Exhibitor.

Disclaimer

82. The Exhibitor acknowledges and understands that the hosting of the Exhibition at the designated venue by the Organiser may be subject to approval(s), permit(s) and/or licence(s) from the Hong Kong Government and/or the relevant authorities and/or other third parties. Without affecting the operation of any other clauses in these Terms and Conditions, the Organiser reserves the right to, in its sole and absolute discretion, change, reallocate or cancel the venue of the Exhibition in the event that any permit, license or approval from the Government or relevant authorities or any other third parties which is necessary or required for the Exhibition to take place at the initially designated venue is not issued or cannot be obtained for whatever reason or where the hosting of the Exhibition at the initially designated venue is impermissible or impracticable or undesirable in the circumstances due to matters in relation to or connected with the construction, reconstruction, renovation or modification of the initially designated venue. In the event of any change, reallocation or cancellation of venue under this clause, the Exhibitor shall have the right to obtain from the Organiser a full refund of any Booth Service Fee or money related to such application paid to the Organiser direct. If the Booth Service Fee or any money paid in relation to such application was paid to any agent or representative of the Organiser, the Organiser shall have the responsibility to refund any such Booth Service Fee or money paid to the Exhibitor only if the Organiser has received the Booth Service Fee and/or money from its agent or representative in full. In any event, the Organiser is not responsible for and the Exhibitor shall have no claim against the Organiser or its agents or representatives for any loss or damage of whatsoever nature and howsoever incurred or suffered in respect of any change, reallocation or cancellation of venue under this Clause.

83. The Exhibitor acknowledges and agrees that the Organiser shall not be responsible for any losses or damages that the Exhibitor's business may suffer and that the Organiser has made no warranties of any kind, express or implied for services to be provided hereunder. The Organiser hereby disclaims any warranty or merchantability or fitness for any particular purpose.

84. The Exhibitor further acknowledges and agrees that the Organiser shall not be responsible for any system malfunctions or failure of telecommunications or other electronic communications at the Exhibition Venue which is beyond the Organiser's control.

Additional Rules & Regulations

85. The Organiser reserves the right to interpret, alter and amend any of these Conditions and to issue additional rules and regulations (including but not limited to the exhibitors' manual) at any time it considers necessary for the orderly operation of the Exhibition. The amended Conditions and the additional rules and regulations shall become effective immediately upon posting of the same on our website at www.hktdc.com/hktradefairs. Once the amended Conditions and the additional rules and regulations have been posted on our website at www.hktdc.com/hktradefairs, you will be deemed to have notice of the same and have accepted the amended Conditions and the additional rules and regulations. All interpretations of these Conditions and any additional rules and regulations by the Organiser shall be final and binding on the Exhibitor.

86. The Exhibitor shall abide by the rules and regulations of the Exhibition Venue which are deemed to be integral parts of and incorporated into these Conditions. In the event of conflict between the provisions of such rules and regulations and these Conditions, these Conditions shall prevail. Copies of the rules and regulations of the Exhibition Venue are available from the Organiser on request.

87. The Exhibitor is responsible for all its own costs and charges incurred in entering into and carrying out the agreement governed by these Conditions, including any and all costs associated with communications facilities and access to electronic services.

Notices

88. All notices, agreements, approvals, permissions and the like required by these Conditions to be in writing must be given:

To the Organiser either by electronic mail to exhibitions@hktdc.org ; fax to (852) 2824 0249; or post to Hong Kong Trade Development Council, 38/F, Office Tower, Convention Plaza, 1 Harbour Road, Wan Chai, Hong Kong;

To the Exhibitor either by the website at www.hktdc.com/hktradefairs or via the Exhibitor Online

Platform or by email, fax or post to the addresses given in the Application Form;

or by such other methods as agreed or as notified by the Organiser from time to time. The Exhibitor consents to the use of electronic records and communications and online processing for all matters connected to these Conditions or their subject matter.

Conflict with Application Form

89. If the provisions of these Conditions conflict with the Application Form, the provisions of these Conditions shall prevail.

Language

90. These Conditions are prepared in both English and Chinese languages. In the event of any discrepancy between the two language versions, the [English] version shall prevail.

Governing Law

91 These Conditions shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the Exhibitor irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

3.2. Intellectual Property Rights

The Hong Kong Trade Development Council (referred to below as "**TDC**", "**Organizer**", "**we**", "**our**" or "**us**"), the statutory body promoting Hong Kong's international trade, is committed to fostering original design and safeguarding intellectual property rights.

We have on-the-spot procedures at our trade fairs for handling any complaint that a product on display infringes someone else's intellectual property rights. These complimentary procedures are not the only way in which complainants can file complaints. Complainants can also file complaints with Hong Kong Customs and Excise Department and/or the Courts of Hong Kong.

These procedures, carried out with our on-call legal advisor, are designed to help establish whether there is a case to answer so that complaints may either be pursued or resolved promptly. Our legal advisors will be on-call during the opening hours of our trade fairs and will attend our office within a reasonable time upon notification by us to handle any complaint filed in accordance with the Exhibitor's Brief. Our aim is as much to protect the rights of individual exhibitors to be promptly cleared of unfounded complaints as it is to uphold their obligation to respect the intellectual property rights of others.

In this respect, the attention of all exhibitors ("**Exhibitors**") is drawn to Clause 43 of the conditions of participation, setting out rights and obligations of exhibitors at TDC exhibitions, which is set out below for ease of reference:

The Exhibitor warrants that the exhibits and packages thereof and the Publicity Material or any other part of the display on the Stand do not in any way howsoever violate or infringe any third party's rights including all intellectual property rights including but not limited to trade marks, copyright, designs, names, and patents whether registered or otherwise. The Exhibitor agrees to fully indemnify the Organizer and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any third party's claim of infringements by the Exhibitor and/or the Organiser and/or the latter's agents, representatives, contractors or employees of such third party's rights.

The Exhibitor agrees that it shall comply with any "Exhibitors' Brief on the Protection of Intellectual Property Rights at TDC Exhibitions" (**"Exhibitors' Brief"**) that the Organizer may issue from time to time, including abiding by any complaint procedures and penalties stated in the Exhibitors' Brief, whether as a Complainant of infringement of intellectual property right or as a party subject to any such complaint. If the Exhibitor fails or refuses to abide by any of the terms and conditions of the Exhibitors' Brief, the Organizer shall have the sole and absolute discretion to ban the Exhibitor and any of its representatives, parent, associate, affiliated and/or subsidiary companies from any or all future TDC exhibitions and/or to further ban any representatives of the Exhibitor in question from entering the venue of the current TDC Exhibition in which the Exhibitor is participating.

If a complainant (**"Complainant"**) files a complaint with the Organizer in accordance with the Exhibitors' Brief and requests the Organizer to take action against an Exhibitor, the Complainant agrees to hold the Organizer, its agents, representatives, contractors and employees (including but not limited to their Legal Advisors) harmless and to fully indemnify each and every one of them against any and all liabilities, losses, costs (including but not limited to legal costs), expenses and damages of any nature whatsoever incurred or suffered by any of them as a result of or however arising from any action that the Organizer, its agents, representatives, contractors or employees (including but not limited to their Legal Advisors) may take in reliance of or as result of such complaint filed by the complainant, or any other requests, directions or instructions made or given by the complainant pursuant to such complaint. The Complainant further agrees not to take any legal action or make any claim or demand against the Organizer, its agents, representative, contractors or employees (including but not limited to their Legal Advisors) in relation to such complaint and the alleged infringement of intellectual property rights.

Procedures

1. If you have any complaint involving infringement of your intellectual property rights, this should be reported to the Fair Management Office, where it will be handled by HKTDC Fair Officials and the on-call Fair Legal Advisor engaged by HKTDC (the "**Fair Legal Advisor**"). The Fair Legal Advisor will be on-call during the opening hours of HKTDC's trade fairs and will attend the HKTDC's office within a reasonable time upon notification by the HKTDC to handle any complaint filed in accordance with the Exhibitor's Brief.
2. If you receive a complaint at your booth, you should refer the Complainant to the Fair Management Office.
3. Both the documents attached to the Exhibitors' Brief and the Legal Advisors on site will specify the kind of documents and other evidence necessary to support a complaint.
4. If the Legal Advisor is satisfied, on the basis of the documents provided, that the Complainant's intellectual property rights are valid and have been infringed by the display of the Exhibitor's product or material in dispute at the Fair, a TDC Fair Official will visit the booth involved.
5. The Fair Legal Advisor will also visit the HKTDC's website (www.hktdc.com) to check whether the product or any material in dispute is displayed on the said website. If so, the HKTDC has the sole and absolute discretion to disable the link or otherwise take down / remove the disputed product or material from the Organizer's website in accordance with the HKTDC's *Terms & Conditions for Printed Advertisement & Online Promotion* without further notice.
6. As Fair Organizer, TDC has the power to immediately take at least 3 photographs of the product or any material in dispute.
7. The Exhibitor will be asked to remove the product or material in dispute immediately from display and not to trade in it for the remainder of the Fair unless he/she can adduce evidence to show to the satisfaction of the Legal Advisors that he/she has the right to deal in such product or material. He/she will also be required to sign an undertaking immediately to this effect. A copy of the signed undertaking and one copy of the photograph will be given to the Complainant and the Exhibitor. A further copy of the signed undertaking together with one copy of the photograph will be retained by the TDC for its records.
8. If the TDC is notified by the Customs and Excise Department that it is investigating possible violation of copyright and/or trademark by an Exhibitor at the Fair, the Exhibitor will be required to immediately remove the product or material which is under investigation for the remainder of the Fair.
9. If the Exhibitor fails or refuses to co-operate with TDC under paragraphs 6 and/or 7 and/or 8 above, TDC shall have the right and power, in its sole and absolute discretion, to ban the Exhibitor and any of its representatives, parent, associate, affiliated and/or subsidiary companies, from any or all future TDC exhibitions.
10. TDC staff will visit any booth in respect of which a complaint has been received and accepted by TDC's Legal Advisors, in order to reconfirm that the disputed product or material is no longer on display and is not being traded. If the Exhibitor is found to have breached its undertaking not to display or deal with the product or material in dispute during the remaining period of the Fair, TDC shall have the right and power, at its sole and absolute discretion, to immediately terminate the right of participation in the Fair in question of the Exhibitor and any of its representatives, parent, associate, affiliated and/or subsidiary companies without any refund of the participation fee already paid , and to ban the Exhibitor and any of its representatives, parent, associate, affiliated and/or subsidiary companies from any or all future TDC exhibitions.

Penalties

An Exhibitor and/or any of its representatives, parent, associate, affiliated and/or subsidiary companies may, in the sole and absolute discretion of the TDC, be banned from any or all future participation in TDC exhibitions if:

a. after TDC has received and accepted a complaint against the Exhibitor, the Exhibitor fails or refuses to:
   - allow TDC to immediately take 3 photographs of the product or material in dispute;
   - sign an undertaking immediately in favour of TDC in a form provided by TDC, indicating its decision whether to remove or continue to display the product or material in dispute;

OR

b. if the Exhibitor refuses to remove from display the product or material in dispute and a legal action brought against the Exhibitor in relation to the display of the product or material in dispute is upheld by a Court in Hong Kong, notwithstanding that the Exhibitor has signed an undertaking in favour of TDC and allowed TDC to take photographs of the product or material in dispute during the Fair;

OR

c. the Exhibitor removes the product or material in dispute immediately from display and signs an undertaking provided by TDC not to display or deal with any such item for the rest of the Fair period, but is subsequently found to be in breach of such an undertaking; in which case the TDC shall, in addition, be entitled to immediately terminate the Exhibitor's right of participation for the rest of the Fair period without refund of any participation fee already paid by the Exhibitor;

OR

d. there are two or more court rulings from a Court in Hong Kong against the Exhibitor confirming its infringement of intellectual property rights of any Complainant(s) during two consecutive fair periods, notwithstanding that the Exhibitor has cooperated with TDC during the Fairs by removing the disputed product or material from display;

OR

e. within two consecutive fair periods there are four or more valid complaints filed against the same exhibitor and which have been accepted by the Legal Advisors:
   - by more than one complainant in respect of different intellectual property rights; or
   - by the same complainant in respect of different products or material items

OR

f. the Exhibitor is accused or convicted of any criminal offence relating to infringement of intellectual property rights or violation of intellectual property-related laws and regulations.

Penalties for intellectual property-related criminal offences

Copyright Ordinance (Chapter 528 the Laws of Hong Kong)

It is a criminal offence to make or deal in articles that infringe copyright. The Copyright Ordinance sets out in detail the different activities that constitute criminal offences. A person who commits such a criminal offence is liable to a fine of HK$50,000 in respect of each infringing copy and to 4 years' imprisonment or a fine of HK$500,000 and 8 years' imprisonment depending on the type of infringing activity carried out.

Trade Descriptions Ordinance (Chapter 362 the Laws of Hong Kong)

Under the Trade Descriptions Ordinance, any person who:-
(i) applies a false trade description to any goods, or any service supplied or offered to be supplied to a consumer;
(ii) supplies or offers to supply any goods, or any services to consumers, to which a false trade description is applied; or
(iii) has in his possession for sale, or for any purpose of trade or manufacture, any goods to which a false trade description is applied

commits a criminal offence.

Further, any person who forges any registered trade mark or falsely applies to any goods any trade mark so nearly resembling a registered trade mark as to be calculated to deceive also commits a

criminal offence.

Further, any person who engages in relation to a consumer any unfair trade practices (including but not limited to any commercial practice that is a misleading omission, or is aggressive, or constitutes bait advertising, bait and switch, or wrongly accepting payment) also commits a criminal offence.
Any person who commits such an offence under the Trade Descriptions Ordinance may be liable -

a. on conviction on indictment, to a fine of $500,000 and to imprisonment for 5 years; and
b. on summary conviction, to a fine of $100,000 and to imprisonment for 2 years.

Documents Required as Evidence of Subsistence and Ownership of Intellectual Property Rights

A. Copyright

Option 1: An affidavit of copyright ownership and subsistence made by the owner of the copyright work pursuant to Section 121 of the Copyright Ordinance (Cap. 528 of Laws of Hong Kong) - for reference purposes, a template affidavit is available for download at: [http://tpwebapp.hktdc.com/fair/Multi_fairs/pdf/Copyright/2.pdf]

OR

Option 2: If the Complainant owns and provides its original evidence for all of the below items 4-6 as evidence, and provide information and evidence of **all** of the following:-

1. date and place that the copyright work was first made or first published;
2. name of the author of the copyright work;
3. name of the owner of the copyright work;
4. **original** copyright work (e.g. design drawings, sketches, etc) - **NOTE**: copies, including photocopies or computer copies will **not** be accepted;
5. **original** evidence on proof of ownership of the copyright work - for example, in the event the author of the copyright work is an employee of the Complainant, that employee's contract of employment; or in the event the author of the copyright work is not the Complainant nor its employee, copyright assignment evidencing the assignment of copyright from the author to the Complainant; and
6. **original** evidence of the date of (i) the first sale of the product/article to which the copyright work relates (e.g. invoices, shipping documents, etc) or (ii) the first publication of the copyright work, and such evidence must clearly identify the product/article in question

For any complaint made under Option 2, complainants will also be required to complete, provide and confirm **all** the above information and evidence in a standard-form checklist (which is available for download at [http://tpwebapp.hktdc.com/fair/Multi_fairs/pdf/Copyright/1.pdf] or to be provided by TDC at the time of the complainant's filing of the complaint). If any of the required information and/or evidence is missing or otherwise incomplete, or if any of the information and/or evidence provided are, in TDC's opinion, unreliable, conflicting, false or inaccurate in any manner, the relevant complaint will not be processed or will be rejected.

B. Trade Mark

1. Original or certified copy of a valid Certificate of Registration of Trade Mark in **Hong Kong** including any renewal certificates or proof of renewal (**NOTE**: foreign registrations will **not** be accepted).
2. An up-to-date printout of the Trade Mark Records as available on the Hong Kong Intellectual Property Department's Online Search System, showing the registration details of the trade mark and printed within one (1) week of the date of the complaint.

C. Registered Design

1. Original or certified copy of a valid Certificate of Registration of Design in **Hong Kong** including any renewal certificates or proof of renewal (**NOTE**: foreign registrations will **not** be accepted).
2. An up-to-date printout of the Register of Designs as available on the Hong Kong Intellectual Property Department's Online Search System, showing the registration details of the registered design and printed within one (1) week of the date of the complaint.

D. Patent

1. Original or certified copy of a valid Certificate of Grant of Patent in **Hong Kong** including any renewal certificates or proof of renewal (**NOTE**: foreign registrations will **not** be accepted);
2. If the patent relied on is a short-term patent, either one of the following in respect of the patent:
    A. Original or certified copy of a Certificate of Substantive Examination in Hong Kong;
    B. Original or certified copy of a request for substantive examination filed with the Hong Kong Registrar of Patents, together with a written confirmation that the request has not yet been determined, rejected or terminated; or
    C. Original or certified copy of a certificate granted by the Hong Kong court certifying that the claims of the patent sought to be relied on by the Complainant is valid.
3. A written opinion from following individual(s) that the Hong Kong patent is valid and infringed by the display of the Exhibitor's product or material in dispute during the Fair with clear and specific reference to the alleged infringing product in question:
    A. A certified or registered patent agent or attorney so certified or registered in a jurisdiction outside Hong Kong and providing patent agency services in Hong Kong; and/or
    B. Hong Kong qualified lawyer experienced in the patents field.

And any other evidence that the Legal Advisor may require depending on the specific facts of the case.

* The Organiser reserves the right to amend any contents in the Exhibitor's Brief (including without limitation the documents required for filing a complaint) at any time without prior notice.

3.3. Sub-letting

Exhibitors are strictly forbidden to sublet or otherwise share the Space to or with any third party. Any exhibitor found to be in breach of this sub-letting prohibition will be asked to immediately remove all illegitimate third party business cards, materials and exhibits (promotional or otherwise) from its Space at its own expenses and will also be banned from taking part in all the HKTDC fairs.

By way of clarification, an Exhibitor is ONLY permitted to:

(i) promote, distribute or display exhibits, printed matters or graphic materials bearing its name or distribute name cards of its own employee; and

(ii) allow its own employee to solicit business for itself, at its Space.

An exhibitor may also (i) promote, distribute or display exhibits, printed matters or graphic materials bearing the name of its wholly-owned subsidiary or any third party company having a formal agreement with itself appointing the exhibitor as agent or distributor of that third party company or (ii) allow the employee of such subsidiary or third party company to solicit business for such subsidiary or third party company at its Space. Exhibitors are reminded to obtain prior written permission from the Organiser by applying in writing at least 3 months before the commencement of the Exhibition if exhibitors wish to conduct the said activities for the subsidiary or any such third party company. Exhibitors are required to provide some form of documentation confirming the relationship between the exhibitors and the relevant subsidiary or third party company when submitting your application.

Permission is given entirely at the sole and absolute discretion of the Organiser and the Organiser's decision is final. If the exhibitor is found to be conducting the above activities for its subsidiary or any third party company without having obtained prior written permission from the Organiser, it will be treated as "sub-letting" in contravention of the sub-letting prohibition. Exhibitors are also reminded that any of the above activities can only take place in relation to products which fall into the same product category zone as stated in the booth confirmation letter of the Exhibition.

3.4. Display Relevant Exhibits

Exhibitors are reminded that they may only display exhibits which fall into the product category zone as stated in the booth confirmation letter of the Exhibition. If the Organiser finds that an Exhibitor is using less than 60% of its display area exhibiting the appropriate product under a designated product category zone, the Organiser has the absolute right and discretion to demand that the Exhibitor immediately relocate and/or to terminate its participation in the Exhibition, without any recourse against the Organiser.

3.5. Exhibitor Badges, Contractor Badges and e-Vehicle Passes

All exhibitors and their staff are strictly requested to display conspicuously the **official name badges** at all times during move-in, move-out and throughout the Fair. Each exhibiting company will be given a certain number of badges subject to their booth size, additional badges have to be applied by returning the **Form 9** located at https://www.hktdc.com/event/hkgiftspremiumfair/en under "Exhibit" > "Resources Centre" > "Additional Facilities & Services Order Forms" to the Organiser on or before **27 March 2026**. Only badge holder is allowed to enter the exhibition hall. For general safety, exhibitors should pass the badges to their staff only.

Contractor badges are only valid during move-in and move-out, but not valid during the exhibition period.

For entry into the loading dock and cargo lifts, authorised e-vehicle passes issued by the Hong Kong Convention & Exhibition Centre and Trip Ticket issued at the vehicle marshalling area are required. The pass is for multiple use and is valid on stipulated move-in and move-out dates.

3.6. Move in/out Arrangement & Use of Vehicle Permit

Move in/out Arrangement & Use of Vehicle Permit

Special traffic arrangements will be implemented to minimise pressure to traffic caused on the move-in day and move-out day of the HKTDC Fairs at Hong Kong Convention and Exhibition Centre (HKCEC). These measures would be beneficial to both our valued exhibitors as well as the general public. Exhibitors are recommended to pay attention to the details of the new arrangement as below:

(A) Vehicle Permit for Lorries / Light Goods Vehicles

e-Vehicle permit will be issued to each exhibitor for entering the loading/unloading area of the HKCEC on the move-in day, move-out day and throughout the exhibition period. The permit is **only valid for use at the specified dates and times** indicated on the permit.

Under the new arrangement of HKCEC, drivers will need to **REGISTER their e-Vehicle permit via the newly launched HKCEC Marshaling App named "Go HKCEC" before entering HKCEC loading area**. Drivers have to download the "Go HKCEC" App on their mobile phones and register the e-vehicle pass by scanning the QR code on it. Upon completion of registering the e-vehicle pass, driver can now obtain a Queue Ticket from the App. On date of entry, when the Queue Ticket is called, the driver will receive an in-app pop-up notification. Driver can then proceed to the designated access location based on the 2 different modes and obtain a QR code for accessing the HKCEC loading area. All lorries / light good vehicles MUST obtain this QR code to enter

HKCEC.

Each e-Vehicle permit is for one-time access on the designated date only (i.e., one QR Code for one entry only) and will be invalid after the exact date of entry. Only by showing the QR code on the e-vehicle permit by phone/tablet or in printed version will NOT be allowed for entry, the **e-Vehicle permit is ONLY FOR REGISTRATION PURPOSE VIA THE APP**.

Download HKCEC Marshalling App "Go HKCEC" from the App Store, Google Play, or via APK file

Apple Store	Google Play	APK File (Huawei / Xiaomi / VIVO)
App Store 下載	在此下載 Google Play	下載 APK

2 types of Marshalling Mode

Please look for remarks under "Time of Entry" on vehicle pass

1. (GF) – Geofence Mode

- Vehicles are required to Check-in out of the restricted area before driving To HKCEC
- Restricted Area Boundaries:
  - To the East Wan Chai Temporary Promenade
  - To the West Tamar Park
  - To the South Gloucester Road
- When the Queue Ticket is called, the vehicle status will be changed to Go to "Check-in". Driver should follow instruction and check-in outside the restricted area to receive the Entry QR Code.
- Proceed to HKCEC with the Entry QR Code before time shown on the App



2. (FF) – Free Flow Mode

- When the Time of Entry starts with (FF), it represents vehicle is allowed to Go to HKCEC directly according to the timeslot on the vehicle pass after getting entry QR code on App.

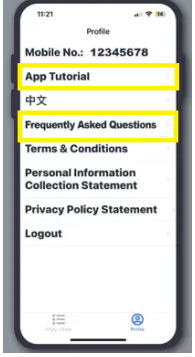


For more information, you may refer to HKCEC's "Go HKCEC" User Guide or contact HKCEC's Hotline:

- **"Go HKCEC" User Guide Video**
- **Browse App tutorial and other useful information on the App**

- https://www.youtube.com/watch?v=4p00gv9hQgs

- Click “Profile”
- Click “App Tutorial” and “Frequently Asked Questions”



“Go HKCEC” Hotline: 2582 7130

The e-Vehicle permit is for loading and unloading only. NO parking is allowed. Private vehicles are NOT permitted to enter the loading area. Drivers are required to use either Octopus Card / Visa Card or Mastercard to clock-in time at the automated entry machine when entering the HKCEC loading/unloading area. With an aim of alleviating the traffic congestion due to a high usage of loading/unloading facilities, the free-of-charge loading/unloading time during the fair period is limited to 1st 45-minutes. Payment (if any) will be debited directly from the same Octopus Card / Visa Card / Mastercard. Official receipt can be printed from the automated exit machine.

The HKCEC will impose charges on vehicles with extended stay. The charges are as follows:

	Every 30 mins (or part thereof)
First 60-mins (after clock in)	**Free**
First 2 hours after 60 mins	**HK$100**
After 3 hours	**HK$150**

The Expo Drive Hall loading area admits vehicles of 2.2m or below only.

(B) Private Car / Taxi

Private cars and taxis will be allowed to enter into the HKCEC at the discretion of the traffic control attendants during the move-in and move-out periods. No waiting or parking at the HKCEC is allowed. Private cars and taxis entering HKCEC will NOT be required to present any Vehicle Permit nor report to the vehicle marshalling area. However, drivers can only unload their goods at the Expo Drive Entrance / Harbour Road Entrance of the HKCEC.

The above measure has been implemented in a number of exhibitions,and was proven to be effective in alleviating the traffic congestion. Please contact the Organiser for any further enquiries. Thank you for your understanding and cooperation.

Remarks: According to the traffic conditions, we may implement traffic diversions at the vicinity of HKCEC or other traffic arrangement on the move-in and move-out day.

3.7. Exhibits

Under no circumstances will the Organiser be responsible for receiving or storing of any exhibit or stand material. Exhibitors are advised to appoint their staff to look after their own exhibits.

Exhibitors must not remove any of their exhibits on display from the booths until the Fair is officially closed at 5pm on 30 April 2026.

3.8. Confidential Questionnaires

At the completion of the Fair, Exhibitors are requested to provide information regarding their participation to the Organiser. The information will not be disclosed to third parties without prior approval of the Exhibitors concerned, with the exception of collective figures which may be released without prior consultation. Exhibitors must complete questionnaires related to their participation.

The Organiser will collect these completed questionnaires in the afternoon of the last day of the Fair, i.e. **30 April 2026**.

No exhibit is allowed to be taken away from the venue during exhibition. Exhibitors requiring any

special assistance are requested to contact the Fair Management Office.

3.9. Photographing and Video Shooting

No photography, filming, sound or video recording, telecasting and broadcasting will be allowed in the fair venue, unless approved by the Organiser in writing in advance.

3.10. Performance of Music at the Show

Any musical performance, including the use of music recording for demonstration or as background music, requires the permission of:

(a) The Composers and Authors Society of Hong Kong Ltd
18/F., Universal Trade Centre, 3 Arbuthnot Road, Central, Hong Kong
Tel: (852) 2846 3268 Fax: (852) 2537 0569
Website: http://www.cash.org.hk

(b) Phonographic Performance (South East Asia) Ltd. (For recorded music only)
Unit A, 18/F, Tower A, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Hong Kong
Tel: (852) 2861 4318 Fax: (852) 2866 6869
Website: http://www.ppseal.com/tc/home.html

(c) Hong Kong Recording Industry Alliance Limited (Fro recorded music only)
Units 907-909, 9/F., CTF Life Tower, 18 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong
Tel: (852) 2520 7000 Fax: (852) 2882 6897
Website: http://www.hkria.com/en/index.aspx

(d) Such other relevant bodies which are entitled to grant the relevant permission from time to time.

All fees and expenses in connection with application of musical performance shall be borne by individual Exhibitor concerned.

3.11. Sound Level / Loud Hailers

All audio / audio-visual equipment must generate a noise level which does not cause any annoyance or inconvenience to visitors or other exhibitors. The exhibitor has the responsibility to ensure that the demonstration sound level should not exceed 75 dB (A). The Organiser reserves the right to intervene and stop the demonstration immediately if the sound level causes undue annoyance, inconvenience or disturbances to other exhibitors and visitors. In this case the exhibitor shall not receive a refund or damage compensation from the Organiser.
Exhibitors are responsible for supervising the actions of all visitors and employees operating audio / visual equipment located in their exhibit area.

3.12. Distribution of Promotional Materials

Promotional materials such as product catalogues and brochures can only be distributed by the exhibitors within their own booths. No exhibitors are permitted to distribute any publicity materials, souvenirs and the like in public areas of the exhibition venue.

3.13. Use of Booths

All booths must be properly manned, displayed and furnished with exhibits at all times during the Fair. **No retail sales are allowed in the exhibition**.

3.14. Admission

The Organiser reserves the right to refuse admission to the Fair of any visitors, exhibitors or their agents who are at the absolute discretion of the Organiser regarded as unfit, intoxicated or in anyway likely to create disturbance or discomfort to the Fair, other exhibitors or visitors. **No exhibitor and visitor under 18 will be admitted.**

3.15. Insurance

The Organiser undertakes no financial or legal responsibility for any type of risk concerning so arised or affecting the exhibitors/visitors, including but not limited to their personal belongings and exhibits during the exhibition. Exhibitors are therefore solely responsible for taking out all necessary, specific and sufficient insurance to cover including but not limited to (a) their exhibits, the stand fittings and fixtures, the venue and other third parties and (b) precious products, exhibits and stands against loss or damage by theft, fire, water, accident, public (including occupier's liability) and any other natural causes. The Exhibitors are also required to comply with Section 40 of the Employees' Compensation Ordinance, Cap.282 ("ECO") to cover their liabilities both under the ECO and at common law for injuries at work in respect of all their employees, irrespective of the length of employment contract or working hours, full time or part time, permanent or temporary employment. The Exhibitor shall produce such policy of insurance to the Organiser upon request. The Exhibitor is obliged to make sure that the coverage and value of such insurance policy for such exhibition is sufficient and reasonable and shall be solely responsible for any damages so suffered in whatsoever.

For exhibitors with precious exhibits, they are solely liable to take out specific and sufficient insurance coverage and/or special security service at the exhibitors' expense for overnight storage so that all including but not limited to (a) their exhibits, the stand fittings and fixtures, the venue and other third parties and (b) precious products, exhibits and stands against loss or damage by theft, fire, water, accident, public (including occupier's liability) and any other natural causes are being covered sufficiently. Exhibitors requiring special assistance or advice should contact the Fair Management Office.

3.16. Loss and Theft

All property and goods, including without limitation all Publicity Material brought by Exhibitors into any part of the Exhibition Venue including, without limitation, Stands, Space and Raw Space are brought at the Exhibitor's risk. The Organiser does not guarantee the safety and security of such property or goods and shall not in any way be liable or responsible for any theft, loss or damage thereof. For the avoidance of doubt, the showcases, cabinets and other storage facilities as provided by the Organiser in any part of the Exhibition Venue including, without limitation, Stands, Space and Raw Space are for exhibition purposes only. The Exhibitors are solely responsible for the safety and security of all their property or goods stored in such showcases, cabinets and storage facilities at all times.

3.17. Bills and Posters

The Organiser has the right to remove any bills or posters which in the opinion of the Organiser do not conform to the purpose and image of the Fair.

3.18. Code of Conduct for participation in HKTDC Fairs

Hong Kong prides itself as the trade fair capital of Asia-Pacific. We offer both top quality exhibition infrastructure and proven expertise in staging trade event of all kinds. In order to maintain our leading position in organising trade exhibitions and to build up a better image for these events, all exhibitors at HKTDC fairs are requested to abide by the following code of conduct.

Display Area

Exhibitors should confine their display within the prescribed booth area, so as not to jeopardize fire safety.

Packing boxes should be kept in the appropriate storage area.

Manning the Stand

1) Exhibitors should keep their stands in an orderly manner.
2) Packing boxes should be kept in the appropriate storage area.
3) Exhibits should be displayed in a professional manner compatible with the image of the fair.

4) Stands must be manned by authorised and competent knowledgeable staff at all times during the exhibition period. Exhibitors should not vacate their stands before the official move-out time on the last exhibition day unless special permission has been given by the Organiser.

General Behaviour

1) Exhibitors should always behave in a courteous and business-like manner throughout the exhibition. They must pay due respect to visitors and other exhibitors.
2) Exhibitors should welcome all visitors to their stands. Under no circumstance should they act in a discriminatory way or prevent certain visitors from approaching their stands.
3) Exhibitor badges are not transferable and should be worn or put on conspicuously at all times for security reasons.

Right to Privacy

Exhibitors are expected to respect the right of all other exhibitors. They are prohibited from entering other exhibitors' booths unless they are being invited.

Food and Beverages

According to the regulations of the Hong Kong Convention and Exhibition Centre, outside food and beverages are not allowed to be taken into the exhibition venue. Exhibitors may have food and drinks at the Cafeteria inside the exhibition Halls or at the restaurants.

In order to maintain a clear and tidy exhibition area, consumption of food is not recommended in the booth. Exhibitors and their staff may make use of certain specified rooms within the Exhibition Halls for consumption of their food.

Exhibitors must not bring into the exhibition venue and/or supply or provide in any way within the exhibition venue any food and/or items that in the Organiser's sole opinion emit a strong or pungent odour. For illustrative purposes, non-exhaustive examples of such food/items include fresh durian and stinky tofu. Without prejudice to any other rights and/or remedies, the Organiser may at its sole discretion refuse admission into the exhibition venue of exhibitors who fail to comply with this requirement, and/or require exhibitors to remove such food/items from the exhibition venue upon request.

Protection of Intellectual Property Rights

All exhibits and the packages thereof, publicity material or any other part of the display on the Exhibitor's Stand must not violate or infringe any intellectual property rights including but not limited to trade marks, copyright, designs, names and patents, whether registered or otherwise. Exhibitors are required to comply with the rules and complaint procedures as set out in the "Exhibitors' Brief on the Protection of Intellectual Property Rights at HKTDC Exhibitions" as issued by the Organiser.

Hong Kong National Security Law and Safeguarding National Security Ordinance

All Exhibitors, exhibition items, or any materials or activities must not contravene the Hong Kong National Security Law, the Safeguarding National Security Ordinance, relevant laws and legislations of Hong Kong.

3.19. Special Arrangements for Tropical Cyclone & Black Rainstorm Warning Signals Typhoon Attack and Black Rainstorm Warning Signal

All exhibitors are requested to note the emergency measures under the following situations. The measures will be implemented should there be a Tropical Cyclone (commonly known as "typhoon") or Black Rainstorm Warning Signal or "Extreme Conditions^" during the HKTDC Hong Kong Gifts & Premium Fair.

A. Special Arrangements for Tropical Cyclone Warning Signal

I. During Move-in, Move-out

1. If a Pre-No. 8 Special Announcement, or Tropical Cyclone Warning Signal No. 8 (or above) is issued during the move-in and/or move-out period, the move-in and move-out procedure will continue if situation allows.

II. Prior to Opening Hours

1. If a Pre-No. 8 Special Announcement is **issued before 8:30am**, the fair will remain **closed**. In the rare situation when a Tropical Cyclone Warning Signal No. 8 (or above) is issued before 8:30am without a Pre-No. 8 (or above) Special Announcement, the same arrangement will apply.

2. If a Tropical Cyclone Warning Signal No. 8 is **cancelled at or before 2:00pm**, the fair will re-open to the visitors **two hours after** the Tropical Cyclone Warning Signal No. 8 is cancelled. Exhibitors will be allowed to enter the fairground for preparation **one hour after** the Tropical Cyclone Warning Signal No. 8 is cancelled if situation allows. Exhibitors are reminded to return to their booths before the fair re-opens to the public.

3. The fair, however, will remain closed if the Tropical Cyclone Warning Signal No. 8 is **cancelled after 2:00pm**.

III. During Opening Hours

1. Once the Hong Kong Observatory issues a **Pre-No. 8 Special Announcement,** giving advance notice to the public that a Tropical Cyclone Warning Signal No. 8 will be issued during the fair's opening hours, the fair will close within two hours before the signal comes into effect. The Organiser will broadcast such notice to exhibitors and visitors at once. Exhibitors and visitors will be requested to leave the exhibition venue as soon as possible.

2. **In the rare situation when a Tropical Cyclone Warning Signal No. 8 (or above) is issued without a Pre-No. 8 (or above) Special Announcement**, the fair will close immediately. The Organiser will broadcast such notice to exhibitors and visitors at once. Exhibitors and visitors will be requested to leave the exhibition venue immediately.

B. Special Arrangements for Black Rainstorm Warning Signal& EXTREME CONDITIONS

I. During Move-in, Move-out

1. If a Black Rainstorm Warning Signal or "Extreme Conditions" is issued during the move-in and/or move-out period, the move-in and move-out procedure will continue if situation allows.

II. Prior to Opening Hours

1. If a Black Rainstorm Warning Signal or "Extreme Conditions" is **issued before 8:30am**, the fair will remain **closed**.

2. If a Black Rainstorm Warning Signal or "Extreme Conditions" is **cancelled at or before 2:00pm**, the fair will re-open to the visitors **two hours after** the Black Rainstorm Warning Signal or "Extreme Conditions" is cancelled. Exhibitors will be allowed to enter the fairground

for preparation **one hour after** the Black Rainstorm Warning Signal or "Extreme Conditions" is cancelled if situation allows. Exhibitors are reminded to return to their booths before the fair re-opens to the public.

3. The fair, however, will remain closed if Black Rainstorm Warning Signal or "Extreme Conditions" is **cancelled after 2:00pm**.

III. During Opening Hours

1. If a Black Rainstorm Warning Signal or "Extreme Conditions" is issued during the fair's opening hours, the fair will **remain open**. Exhibitors and visitors onsite will be encouraged to stay in the exhibition venue for their own safety.
   ^Under "extreme conditions" caused by adverse weather, such as serious disruption of public transport services, extensive flooding, major landslides or large-scale power outage after super typhoons, the Government will review the situation (including public transportation and other aspects) and make announcement to the public.

C. Insurance

1. The Exhibitor shall take out insurance policies to cover itself against all potential liabilities imposed on it in these Conditions as well as possible legal liability for negligence and shall produce such policy of insurance to the Organiser upon request. For details, please refer to "**Rules & Regulations**"

D. Other Issues

1. The Organiser will make an announcement on the above special arrangements through the fair website, social media and send the announcement to the mass media, as appropriate. Exhibitors may call the HKTDC customer service hotline, at (852) 1830668, should they have any question concerning the above arrangements.

2. Implementation of the above special arrangements may be adjusted at the time, depending on the actual conditions. The Organiser will announce the changes, if any, as soon as possible.

3.20. Special Note on National Flag and National Emblem Ordinance (Instrument No. A401) ("NFNEO") and Regional Flag and Regional Emblem Ordinance (Instrument No. A602) ("RFREO")

From 1 July 1997, The Hong Kong Special Administrative Region (HKSAR) has been established. All commercial activities, including the HKTDC fairs, have to operate within the parameters of the legal framework. According to the Conditions of Participation, all exhibitors are required to observe the Hong Kong laws in force when conducting business at the fairground.

Your attention is particularly drawn to the following provisions of NFNEO and RFREO:

(a) National flag, national emblem, regional flag and regional emblem not to be used inappropriately etc. (section 4 of NFNEO and RFREO)

1. A national flag, national emblem, regional flag or regional emblem which is damaged, defiled, faded or substandard must not be displayed or used.
2. A national flag, national emblem, regional flag or regional emblem must not be displayed upside down, and must not be displayed or used in any way that undermines the dignity of the national flag, the national emblem, regional flag or regional emblem.
3. A national flag, national emblem, regional flag or regional emblem must not be discarded at will.
4. A national flag, national emblem, regional flag or regional emblem that is damaged, defiled, faded or substandard must be recovered or disposed of in the manner stipulated by the Chief Executive.
5. After an event in which national flags, national emblems, regional flags or regional emblems

are used, the organizer must, in the manner stipulated by the Chief Executive, recover or dispose of the national flags, national emblems, regional flags or regional emblems used on the site of the event.

(b) Protection of national flag, national emblem, regional flag and regional emblem (section 7 of NFNEO and RFREO)

1. A person commits an offence if the person publicly and intentionally desecrates the national flag, national emblem, regional flag or regional emblem by burning, mutilating, scrawling on, defiling or trampling on it or its image or in any other way.
2. A person commits an offence if, with intent to desecrate the national flag, national emblem, regional flag or regional emblem, the person intentionally publishes a desecration of the national flag, national emblem, regional flag or regional emblem by burning, mutilating, scrawling on, defiling or trampling on it or its image or in any other way.

(c) Copy of national flag, national emblem, regional flag or regional emblem (section 8 of NFNEO and RFNEO)

A copy of the national flag, national emblem, regional flag or regional emblem that is not an exact copy but that so closely resembles the national flag,national emblem, regional flag or regional emblem as to lead to the reasonable belief that the copy in question is the national flag, national emblem, regional flag or regional emblem is taken to be the national flag, national emblem, regional flag or regional emblem for the purposes of these Ordinances.

Further, NFNEO and RFNEO have also set out the prohibitions on certain uses of national flags, national emblems, regional flags and regional emblems. A person who, without lawful authority or reasonable excuse, displays or uses these flags and emblems or their designs contrary to those prohibitions, commits an offence.

NFNEO section 6	RFREO section 6
1. The national flag or its design must not be displayed or used in -- a. trademarks, registered designs or commercial advertisements; b. private funeral activities; or c. other occasions on which or places at which the display or use of the national flag or its design is restricted or prohibited under a stipulation made by the Chief Executive. 2. The national emblem or its design must not be displayed or used in – a. trademarks, registered designs or commercial advertisements; b. products in everyday life and furnishings or ornaments in everyday life; c. private activities of celebration or condolence; or d. other occasions on which or places at which the display or use of the national emblem or its design is restricted or prohibited under a stipulation made by the Chief Executive.	1. The regional flag, the regional emblem or their designs must not be displayed or used in -- a. trademarks, registered designs or commercial advertisements; or b. other occasions on which or places at which the display or use of the regional flag or regional emblem or their designs is restricted or prohibited under a stipulation made by the Chief Executive. 1A. Except with the prior approval of the Chief Executive, the regional flag, the regional emblem or their designs must not be displayed or used in funeral activities.

3.21. Waste Reduction and Recovery Measures

To protect our environment, the following guidelines on Waste Reduction and Recovery are recommended:

Waste Avoidance and Minimisation

a. Setting up of exhibition booth
   - Use re-erectable booth to reduce the amount of waste generated
   - Avoid using energy-intensive appliances
   - Use energy-saving lightings

b. Selection of decoration material
   - Use environmentally-friendly materials (e.g. recycled materials).

c. Production of publicity materials
   - Print publicity materials on recycled paper or recyclable paper with environmentally-friendly ink.
   - Minimize the number of publicity materials printed.
   - Avoid plastic covers for printed matters.
   - Ultilise publicity via e-channels such as e-brochures and e-leaflets and provide QR code to download
   - Choose green promotional giveaways while minimizing their packaging materials

d. Distribution of bags
   - When distribution of bags is necessary, use re-usable bags or bio-degradable bags instead of plastic bags.

     Effective from 31 Dec, 2022, the Plastic Shopping Bag (PSB) Charging has been implemented in Hong Kong. Under the Enhanced Plastic Shopping Bag (PSB) Charging Scheme, the seller of goods by retail shall charge the customer an amount not less than $1 (HKD) for each PSB, or each pre-packaged pack of 10 or more PSBs, provided by the seller directly or indirectly to the customer at the time of the sale, for promoting the goods, or otherwise in connection with the sale. For more information about the PSB charging, please visit : https://www.epd.gov.hk/epd/psb_charging_mobile/en/psb_charging/index.html

e. Use of utensils
   - When use of utensils is necessary, use re-usable utensils or bio-degradable utensils instead of plastic utensils.

Waste Reuse and Recycling

The locations of large waste recycling bins should be familiarized and staff should be assigned to recycle all recyclable materials:

a. Reuse
   Collect unused publicity items, decoration materials, admission badge holders etc for reuse or recycling.
b. Recycling
   Put recyclable materials including waste paper, plastic bottles and aluminium cans into the waste separation bins provided by the event organiser.

   For more information and guidelines, please visit 'Green Event Guidebook' on Environmental Protection Department's website:
   https://www.wastereduction.gov.hk/sites/default/files/green_event/GreenEvent_Guidebook_Eng.pdf

3.22. Caution on Third Party Promotional Offers from Fair Guide/ Expo Guide/ Event Fair/ AVRON/ International Fairs Directory)

It has come to the Organiser's attention that some exhibition/trade directories or organisations have sent invitations to exhibitors inviting them to update or correct their data with their fair directories and subsequently claimed exhibitors for fees.

These directories and organisations include but are not limited to the following:
- Fair Guide (owned by Construct Data)
- Expo Guide (owned by Commercial Online Manuals S de RL de CV ("Commercial Online Manuals")
- Event Fair - The Exhibitors Index
- FAIR-Guide (www.fairguide.me) (owned by Avron s.r.o.).
- AVRON
- International Fairs Directory

The Organiser would like to stress that neither the Fair Guide, the Expo Guide, the Event Fair the FAIR-Guide, AVRON nor the International Fairs Directory has any connection with the

Organiser or any of our fairs.

UFI, an international organization which represents the interests of the exhibition industry worldwide has been warning the exhibition industry to be vigilant against Fair Guide, Expo Guide, Construct Data, Commercial Online Manuals and other similar guides and organizations such as Event Fair, AVRON and International Fairs Directory. UFI has also reported that debt collection agencies work in partnership with these guides to intimidate exhibitors for payment. The practice of Construct Data has been considered as unconscionable and misleading by the Austrian Protective Association. Recent information suggests that Construct Data, Event Fair and AVRON have shifted its operation from Austria to Mexico and/or Slovakia.

It should be noted that the contents and wording of Fair Guide's and Expo Guide's letter and order form are virtually identical. It is possible that Construct Data and Commercial Online Manuals, Event Fair, AVRON and International Fairs Directory are related companies or are in some way connected. You should therefore exercise due diligence and care when being approached for such invitations so as to avoid possible unwarranted and/or unnecessary financial commitments. In order to protect your own interests, you are urged to read the contracts (including the small print) and attachments carefully, as well as seeking legal advice, before signing any such documents.

The Organiser does not recommend that you sign any materials that you receive from Construct Data, Commercial Online Manuals, Event Fair and/or AVRON, and/or International Fairs Directory. If you have mistakenly entered into contract with Construct Data, Commercial Online Manuals, Event Fair and/or AVRON, and/or International Fairs Directory, you should notify Construct Data, Commercial Online Manuals, Event Fair, AVRON, and/or International Fairs Directory, in writing and inform them that you dispute the validity of the contract on the basis of mistake and/or misrepresentation. You should take legal advice as to how to respond to any demands for payment that you might receive.

For more information about UFI's action against Fair Guide, Expo Guide, Construct Data, Event Fair, AVRON and International Fairs Directory, please visit
http://www.ufi.org/industry-resources/warning-construct-data/

3.23. Smoke-Free Policy

All HKTDC's exhibitions have a smoke-free policy. This is in line with best international practices and the wishes of visitors and event participants. It also reflects our commitment to providing a comfortable, health-conscious environment. Smoking, including carrying any lighted cigar, pipe, cigarette or naked flame, or using e-cigarettes are forbidden at all times.

3.24. Compliance with Applicable Laws and Regulations

Exhibitors are strongly advised to consult their own legal advisors, relevant government authorities and relevant professional bodies before applying for participation in the Exhibition to ensure that they are able to comply with all applicable laws, regulations, codes of practice and guidelines governing the exhibition, promotion and supply of their products and/or services in Hong Kong, including without limitation, the following legislations:

- Trade Descriptions Ordinance (Cap. 362) and its subsidiary legislations - which imposes, amongst others, prohibitions against application of false trade description to goods or services; possession for sale or for any purpose of trade or manufacture goods with false trade description; prohibitions against supply of goods or services with false trade description; prohibitions against forging trade mark or application of false trade mark to goods; prohibitions against import and export of goods with false trade description or forged trade mark; and prohibitions against unfair trade practices including without limitation misleading omissions, aggressive commercial practices, bait advertising, bait and switch and wrongly accepting payment. Specific requirements relating to trade descriptions for jewelry, precious stones, watches, garments and electronic goods may apply.

- Consumer Goods Safety Ordinance (Cap. 456) - which imposes a duty on manufacturers,

importers and suppliers of consumer goods to ensure that the consumer goods supplied are safe. Consumer goods refers to any goods which are ordinarily supplied for private use or consumption (except those specified in the Ordinance) and includes the packaging of the consumer goods.

- Sales of Goods Ordinance (Cap. 26) - which codifies the law relating to the sale of goods, including formation, effects and performance of the sales contract, implied terms of the contract, rights of the parties and consequences of breach of the contract.

- Supply of Services (Implied Terms) Ordinance (Cap. 457) - which consolidates the law with respect to the terms to be implied in contracts for the supply of services, including implied terms as to care, skill, timing of performance and consideration.

- Import and Export Ordinance (Cap.60) - which imposes, amongst other, restrictions on and requirements for import and export of articles to and from Hong Kong and handling and carriage of articles which have been imported into Hong Kong. In particular, the Ordinance provides for articles which are prohibited to be imported into and exported from Hong Kong.

- Prevention of Bribery Ordinance (Cap. 201) - which makes provisions for the prevention of bribery and other related matters.

- Personal Data (Privacy) Ordinance (Cap.486) - which protects the privacy of individuals in relation to personal data by, amongst others, imposing a duty on data users to comply with the data protection principles as listed under the Ordinance and the requirements for use and provision of personal data in direct marketing.

- Copyright Ordinance (Cap.528) - which makes provisions in respect of protection and enforcement of copyright and other related rights.

- Registered Design Ordinance (Cap.522) - which makes provisions in respect of registered design right.

- Trade Marks Ordinance (Cap.559) - which makes provisions in respect of the registration of trade marks and related matters including protection and enforcement of registered trade marks.

- Patents Ordinance (Cap. 514) - which makes provisions in respect of the registration of patents and related matters including protection and enforcement of registered patents.

- Pyramid Schemes Prohibition Ordinance (Cap.617) - which makes provisions to prohibit the promotion of and the knowing participation and inducement of another to participate in pyramid schemes.

- Undesirable Medical Advertisements Ordinance (Cap. 231) - which imposes, amongst others, prohibitions against advertisements likely to lead to the use of any medicine, surgical appliance or treatment for certain diseases as prescribed in the Ordinance.

- Electricity Ordinance (Cap.406) - which provides for, amongst others, safety requirements for electrical products, meaning any current-using equipment, lighting fitting or accessory that uses low voltage or high voltage electricity.

- Air Pollution Control Ordinance (Cap. 311) - which makes provision abating, prohibiting and controlling pollution of the atmosphere, including prohibiting the manufacture in or import into Hong Kong certain regulated consumer products (such as hairspray) that contain volatile organic compound content in excess of the prescribed limit.

- Public Health and Municipal Services Ordinance (Cap.132) - which regulates, amongst

others, the preparation and adulteration of food and drugs and provides for protection to purchasers of food and drugs by prohibiting sale of food or drugs unfit for human use and false or misleading labeling or advertising of the same.

- Control of Obscene & Indecent Articles Ordinance (Cap.390) - which controls articles which contain material that is obscene or indecent (including material that is violent, depraved or repulsive).

- Toys and Children's Products Safety Ordinance (Cap. 424) - which provides for, amongst others, safety standards for children's toys, specified chattels used in association with children.

- Protection of Endangered Species of Animals and Plants Ordinance (Cap. 586) - which regulates the import, export, and possession or control of certain endangered species of animals and plants.

- Waste Disposal Ordinance (Cap. 354) - which makes provisions for the control and regulation of the production, storage, collection and disposal including the treatment, reprocessing and recycling of waste.

- Firearms and Ammunitions Ordinance (Cap. 238) - which makes provisions for the control and licensing on the possession and dealing in arms and ammunition.

- Weapons Ordinance (Cap. 217) - which prohibits the possession of certain weapons.

- Product Eco-responsibility Ordinance (Cap 603) - which introduces measures to minimize the environmental impact of certain types of products (such as plastic shopping bags, electrical and electronic equipment, packaging materials and beverage containers); and provides for related matters.

- National Security Law and Safeguarding National Security Ordinance (Instrument A305) – National Security Law criminalises acts of secession, subversion of state power, terrorist activities, and collusion with foreign or external forces to endanger national security to safeguard national security. The law also criminalises secondary acts of assisting the commission of the aforementioned offences, such as assisting in or abetting the commission by other persons of a secession or subversion offence, providing support, assistance or facility such as technologies or venues to a terrorist organization or a terrorist, or for the commission of terrorist activities, and aiding and abetting the commission of a collusion offence under common law. Separately, Safeguarding National Security Ordinance (Instrument A305) further criminalises, amongst others, acts of treason, insurrection, incitement to mutiny and disaffection, espionage, sabotage, acts with seditious intention, and acts endangering national security through unlawful possession or disclosure of state secrets..

All of the above-mentioned ordinances and regulations can be downloaded from the website https://www.elegislation.gov.hk/.

3.25 Warranties

Each Exhibitor hereby represents and warrants to the Organiser that all products, services, promotional, advertising and other materials displayed, exhibited, offered, distributed and supplied by the Exhibitor for, in relation to and at the Exhibition and all other activities of the Exhibitor at the Exhibition:

(a) shall comply with all laws and regulations applicable to the Exhibitor or the Organiser, including but not limited to the laws of Hong Kong, and any applicable international conventions;

(b) shall comply with all codes of practice, guidelines or statement issued by the relevant

government authorities or professional bodies applicable to the Exhibitor or the Organiser, including but not limited to the government authorities or professional bodies of Hong Kong;

(c) do not infringe any intellectual property rights or other rights of any third party;

(d) are not, in the reasonable opinion of the Organiser, unfavorable to the images or reputation of the Organiser or otherwise undesirable.

Each Exhibitor hereby further represents, warrants and undertakes to the Organiser that it shall have duly obtained at its own costs and expenses all necessary and valid exemptions, consents, approvals and licenses for the exhibition, promotion, offer, distribution and supply of all products, services, promotional, advertising and other materials at the Exhibition and all other activities of the Exhibitor at the Exhibition.

Each Exhibitor hereby represents, warrants and undertakes to the Organiser that it shall explain to customers and potential customers the scope, particulars and specification of its products and/or services (as the case may be) and the relevant fees and charges, and that the Organiser are not liable for any liability, losses, damages, costs and expenses arising from or in connection with any dispute between an Exhibitor and any of its customers or potential customers, which shall be the sole responsibility of the Exhibitor concerned.

3.26 Indemnity

Each Exhibitor agrees to comply with all rules and regulations of the Exhibition and all applicable laws and regulations, and to exempt the Organiser and the Exhibition Venue from, and indemnify each of them against all liabilities incurred from any complaint lodged or proceedings instituted by any person arising from any offence committed or breach of laws, rules and regulations by the Exhibitor.

3.27 Termination

In addition to the Organisers' right to indemnity, the Organisers are entitled to terminate forthwith without notice the Exhibitor's right to participate in the Exhibition upon occurrence of any breach or suspected breach of any representations, warranties, undertakings or terms herein. Upon such termination, the Exhibitor shall forthwith vacate all their personnel and properties from the venue of the Exhibition. The Exhibitor shall have no right of any claim or compensation of whatsoever nature (including recovery of any sum paid to the Organisers) against the Organisers.

3.28 Indemnity

Each Exhibitor agrees to fully indemnify and keep the Organisers fully indemnified at all times from and against all demands, claims, actions, proceedings, losses, damages, costs and expenses (including but not limited to legal and other professional costs) of whatsoever nature which the Organisers may suffer or incur arising from or in connection with any breach or suspected breach of any representation, warranty and undertaking herein.

3.29 Termination

In addition to the Organisers' right to indemnity, the Organisers are entitled to terminate forthwith without notice the Exhibitor's right to participate in the Exhibition upon occurrence of any breach or suspected breach of any representations, warranties, undertakings or terms herein. Upon such termination, the Exhibitor shall forthwith vacate all their personnel and properties from the venue of the Exhibition. The Exhibitor shall have no right of any claim or compensation of whatsoever nature (including recovery of any sum paid to the Organisers) against the Organisers.

3.30 Governing Law

The above Conditions shall be governed by and construed in accordance with the laws of Hong Kong.