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. 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.

8.1 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.

8.2 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.

8.3 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.

8.4 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.

10.2 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 pass 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

33. 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.

34. 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.

35. 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.

36. 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);
(b) Phonographic Performance (South East Asia) Ltd, Unit A, 18/F, Tower A, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong (Tel: (852) 2861 4318 Fax: (852) 2866 6869);
(c) Hong Kong Recording Industry Alliance Ltd, 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); and
(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.

37.1 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.

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

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

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

40. 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.

41. 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.

42. 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.

43.1 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.

43.2 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.

43.3 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

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

50. 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; and
(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

51. 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.

52. 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

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

54. 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.

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

56. 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.

57. 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 Web Site

58. The Exhibitor's Web site 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 Web site; and
(d) not be a database or contain any link to other Web sites.

59. The Exhibitor agrees to and welcomes the Organiser's establishment and provision of a hypertext link to the Exhibitor's Web site on the Organiser's Web site 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 Web site, whether caused by the Organiser or its employees or not.

60. The Exhibitor warrants to the Organiser that its Web site 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

61. 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' Web site is at all relevant time accurate, truthful and complete;
    (ii) the Exhibitor's Web site is virus free and that it shall inform the Organiser immediately of any infection or suspected infection of any part of its Web site by any kind of virus;

(b) regularly update its Web site 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 Web site or its home page; and
(d) ensure that the contents of its Web site:
    (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.

62. 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.

63. The Organiser reserves the right at any time to bar access to or delete the link between the Organiser's Web site and the Exhibitors' Web site at the Organiser's sole and absolute discretion

without notice and without giving any reasons therefor.

64. 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 Web site.

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

66. 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 web site.

Exclusion of Liability

67. 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.

68. 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.

69. 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. 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.

70.1. 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.

71. 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.

72. 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.

73. 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.

74. 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

75. 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

76. 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.

77. In the event that an Exhibitor's right to exhibit in the Exhibition is terminated under clause 76 (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.

78. 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 76 (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

79. 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.

80. 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

81. 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.

82. 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.

83. 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

84. 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.

85. 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. For details, please refer to https://www.hkcec.com/en/house-rules.

86. 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

87. 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

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

Language

89. 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

90. 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.