

# Hong Kong Trade Development Council

## 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 authorized 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 purpose of doubt, "Exhibitor" shall include all employees' representatives and agents of such sole proprietor, partnership or limited company.

"Exhibitor Online Platform" means the online services (if any) provided by the Organiser (as defined below) at [www.hktdc.com/hktradefairs](http://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.

"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. 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 parent, associate, affiliated and / or subsidiary companies to participate in any or all future events arranged 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:

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

- 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 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 will not be permitted. All lighting devices have to be attached onto a lighting truss of no more than 1.0m height, with a minimum of 2.5m and a maximum of 6.0m 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, lighting distribution plan and site work deposit should reach the Organiser for review at least eight weeks before the commencement of the Exhibition. A copy of valid insurance policy should reach the Organiser at least six weeks before the commencement of the Exhibition. Otherwise, a late charge of HK\$2,000 (US\$250) 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 vehicle pass will be issued for entry of Exhibition Venue and no custom-built stand will be permitted to be constructed at the Exhibition Venue unless the contractors' information, construction drawings, lighting plan, 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 summarized as follows:-:

<u>Exhibition Venue</u>	<u>Maximum Booth Height</u>
Hong Kong Convention and Exhibition Centre	2500~5500mmH

- 24.2 For Stands situated within  $\pm 500$ mm of the smoke curtain at the Hong Kong Convention and Exhibition Centre, please note the maximum allowable Stand height is 2500 or 3000mm depending

on the exact location. Again the Exhibitor is advised to confirm this with the Organiser prior to commencing any Stand design work.

- 24.3** Starting 1 May 2016, all NEW custom-built designs, including double-deck stands, shall not exceed the height of 5 metres (note: all stand construction underneath  $\pm 0.5\text{m}$  of the smoke curtain shall not exceed 2.5 metres in height in Hall 3FG & 5FG and 3 metres in height in Hall 1, 3BCDE & 5BCDE). Re-used stands can continue to be used until end of April 2018 only if the stand design remains unchanged. Based on the same design with drawings submitted to HKTDC last year, no modifications can be made. Otherwise, the revised stands will be regarded as new and be subject to the height restriction of 5 metres. Starting 1 May 2018, no custom-built stands (including re-used stands) shall exceed the maximum stand height restriction of 5 metres.
- 25.1** A structural safety certificate must be submitted upon completion of work for all custom-built stands exceeding 2500mm in height, using a hanging lighting truss, and/or as otherwise deemed required by the Organiser and/or the Exhibition Venues' 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 4500mm in height or above; hanging lighting truss with equipment weighting at 100kg or above; stages at 1500mm in height or above constructed at shows open to the public, 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 8 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**

- 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 eight 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.
- 32.** Electricity, whether from the mains, batteries or generators shall be supplied only through the Exhibition Venue's 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 authorized 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) 2846 3261);
  - (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, 22/F Shanghai Industrial Investment Building, 48 – 62 Hennessy Road, Wan Chai, 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 authorized 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 authorized 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 the exhibits and packages thereof and the Publicity Material or any other part of the display on the Stand/ Exhibitor's Website/ or Organiser's online or mobile platform do not violate the laws of Hong Kong SAR. 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 the Exhibitor must be appropriately licensed or permitted. The Exhibitor must at all times be compliant with any laws or regulations governing the marketing, sale, importation, and possession of such products. Without limiting the foregoing, display 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 of its parent, associate, affiliated and/or subsidiary companies from any or all future HKTDC exhibitions and / or to further ban any representatives of the Exhibitor in question from entering the venue of the current HKTDC 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. Public auctions shall not be permitted 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 ("authorized personnel") will be issued with badges for identification and admission purposes. The Exhibitor hereby undertake to procure that its authorized personnel shall:-
  - (a) display their badges conspicuously whilst at the Exhibition Venue;
  - (b) do not pass their badges to any other person;
  - (c) return their badges to the Organiser at the conclusion of the Exhibition upon demand by the Organiser;
  - (d) comply with all obligations expressed to be imposed by these Conditions on the Exhibitor; and
  - (e) comply with all obligations imposed on them as the condition of approval of their admission to the Exhibition by the Organiser.

### **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. The arrangement and payment for transporting goods to and from the Exhibition Venue, and the receiving, decorating and removing its exhibits are entirely the responsibility of the Exhibitor.
55. No trolleys shall be allowed in any carpeted areas of the Exhibition Venue.
56. All exhibits, Stand materials/Publicity Material and the like of the Exhibitor shall be removed by the relevant Exhibitor immediately after the closing of the Exhibition according to the arrangements and within the time limits specified by the Organiser. Any exhibits or Stand material/Publicity Materials and the like of the Exhibitor left behind at the Exhibition Venue shall be deemed abandoned and shall be disposed of by the Organiser at the expense of the Exhibitor concerned. All proceeds (if any) of such disposal shall be retained by the Organiser and the Organiser shall not be obliged to account the proceeds to the relevant 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;
  - (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 unauthorized 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 Exhibitor, its agents, representatives, contractors or employees or the products or other property of the 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 Exhibitor of its indemnity and responsibilities.
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.
- 69A. 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. The Organiser undertakes no financial or legal responsibility for any type of risk concerning or affecting the exhibitors/visitors, their personal belongings and exhibits. The Exhibitor shall be responsible for effecting insurance which shall include (but not limited to) its displays, exhibits and stands against loss or damage by theft, fire, water, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the Organiser upon request. 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 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 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. Exhibitor is fully 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 requested to take out insurance coverage and/or special security service at the exhibitors' expense for overnight storage.
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 in any other exhibition or trade fair organised by the Organiser 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 product category zone as stated in the booth confirmation letter of the Exhibition or incorporates any product which does not correspond to 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 product safety and respect for intellectual property rights (IPR), labour rights, environmental 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; or
  - (k) if the Organiser in its sole and absolute discretion decide that the Exhibitor's right to exhibit shall be terminated; **or**
- 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), (j) **or (l)** 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 Organiser has the sole and absolute discretion in relation to the admission of visitors to the Exhibition (including but not limited to determining any admission requirements or procedures). The Exhibitor acknowledges that the Organiser has given no commitment or guarantee as regards the number of visitors to the Exhibition and the results of the Exhibition and agrees that it has no claim against the Organiser or its agents or representatives in this connection.
- 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](http://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](http://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.
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](mailto: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](http://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.

## **3.2. Intellectual Property Rights**

The Hong Kong Trade Development Council (HKTDC), 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 is drawn to Clause 43 of the conditions of participation, setting out rights and obligations of exhibitors at HKTDC exhibitions:

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 or refuses 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 of its parent, associate, affiliated and/or subsidiary companies from any or all future HKTDC exhibitions and / or to further ban any representatives of the Exhibitor in question from entering the venue of the current HKTDC 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.

## **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 oncall 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 Fair Legal Advisor will specify the kind of documents and other evidence necessary to support a complaint.
4. If the Fair Legal Advisor is satisfied, on the basis of the documents provided, that the complaint's intellectual property rights are valid and have been infringed by the display of the Exhibitors' product or material in dispute at the Fair, a HKTDC Fair Official will visit the booth involved.
5. The Fair Legal Advisor will also visit the HKTDC's website ([www.hktdc.com](http://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, HKTDC 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 exhibition unless he/she can adduce evidence to show to the satisfaction of the Fair Legal Advisor 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 HKTDC for its records.
8. If the HKTDC 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 HKTDC under paragraphs 6 and/or 7 and/or 8 above, HKTDC shall have the power, in its sole and absolute discretion, to ban the Exhibitor, or any parent, associate, affiliated and / or subsidiary company, from any or all future HKTDC exhibitions.
10. HKTDC staff will visit any booth in respect of which a complaint has been received and accepted by the Fair Legal Advisor, 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, HKTDC shall have the power, at its sole and absolute discretion, to immediately terminate the Exhibitors' right of participation in the Fair in question without any refund of the participation fee already paid by the Exhibitor and to ban the Exhibitor or any parent, associate, affiliated and / or subsidiary company from any or all future HKTDC exhibitions.

### **Penalties**

An exhibitor or any parent, associate, affiliated and / or subsidiary company may, in the sole and absolute discretion of the HKTDC, be banned from any or all future participation in HKTDC exhibitions if :

- a. after HKTDC has received and accepted a complaint against the Exhibitor, the Exhibitor fails or refuses to:
  - allow HKTDC to immediately take 3 photographs of the product or material in dispute;
  - sign an undertaking immediately in favour of HKTDC in a form provided by HKTDC, 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 HKTDC and allowed HKTDC 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 HKTDC 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 HKTDC shall, in addition, be entitled to immediately terminate the Exhibitors' 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 the complainant(s) during two consecutive fair periods, notwithstanding that the Exhibitor has cooperated with HKTDC 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 Fair Legal Advisor:  
- 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;
- (ii) supplies or offers to supply any goods 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.

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, Ownership and Infringement of Intellectual Property Rights**

### **A. Copyright**

1. date and place that the work was first made;
2. name of author and name of owner of the work;
3. original work or a certified copy of the original work e.g. design drawings, sketches;
4. proof of ownership of the work. In the event the author of the works is an employee of the complainant, contract of employment;
5. in the event the author of the works is not the complainant nor an employee of the complainant, copyright assignment evidencing assignment of copyright from author to complainant;
6. invoice, shipping document or other documents evidencing the date of (i) first sale of the product or article to which the original copyright work relates or (ii) first publication of the relevant copyright work;
7. alternatively, an affidavit of the copyright ownership pursuant to Section 121 of the copyright Ordinance.

### **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.

### **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.

### **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.
1. A written opinion from the complainant's Hong Kong patent agent or legal advisor that the Hong Kong patent is valid and infringed by the display of the Exhibitor's product or material in dispute during the Fair.

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

## **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 we find Exhibitors using less than 60% of their display area exhibiting the appropriate product under a designated product category zone, we have the right and will have no hesitation to ask the Exhibitor to immediately relocate and/or terminate its participation in the Exhibition, without any recourse on our part.

### 3.5. Exhibitor Badges, Contractor Badges and 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 11** in "Additional Facilities and Services Order Form Booklet" to the Organiser on or before **9 June 2020**. 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 **vehicle passes** issued by (**Hong Kong Convention & Exhibition Centre / Hong Kong Trade Development Council**) and Trip Ticket issued at the vehicle marshalling area are required. Each exhibitor will be entitled to **one pass**. The pass is for multiple use and is valid on move-in and move-out dates stipulated by the Organiser.

### 3.6 Special Move-in and Move-Out Arrangement

Special traffic arrangements will be implemented to minimise pressure to traffic caused on the **move-in day (24 July 2020)** and **move-out day (28 July 2020)** of the Hong Kong Houseware Fair 2020. 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:

### **Special Move-in Arrangement**

All roads of the Hong Kong Convention and Exhibition Centre (HKCEC) will be blocked off for move-in from **8am on 24 July 2020**. Control point will be set-up at the entrance, only the following vehicles will be allowed to enter HKCEC Phase II:

#### **i) Large Vehicle / Lorry / Light Goods Vehicle**

Goods vehicles will **only** be allowed to enter into the HKCEC loading areas with

- a. **Vehicle Permit issued by HKTDC; AND**
- b. **Trip Ticket issued** at the designated vehicle marshalling area

#### **Move-in procedure**

1. Hong Kong Trade Development Council (HKTDC) issues a Move-in Vehicle Permit to all exhibitors.
2. Before proceeding to the HKCEC loading area, all vehicles **MUST** first report to the designated vehicle marshalling area according to the time specified on the vehicle pass issued by HKTDC. The vehicle marshalling area will be opened at 9am until all the move-in activities finished. The exact location of the vehicle marshalling area to be announced.
3. Upon arrival at the vehicle marshalling area, the drivers **MUST** first present the Vehicle Permit issued by HKTDC, queue up and wait for further instructions given from the attendant of HKCEC. The waiting time at the vehicle marshalling area may vary and would depend on the total number of vehicles, move-in speed and the prevailing traffic condition.
4. According to the traffic condition, a **Trip Ticket** will be issued to the drivers at appropriate time. The driver must then proceed to HKCEC loading area via Expo Drive **within 2 hours** with a) ***HKTDC Vehicle Permit AND b) Trip Ticket.***
5. Drivers **failing** to present the above 2 permits will **NOT** be allowed to enter into HKCEC loading area.

#### **ii) Private Car / Taxi**

#### **Move-in procedure**

Private cars and taxis entering HKCEC Phase II will **NOT** be required to present any Vehicle Permit nor report to the vehicle marshalling area. However, drivers must enter HKCEC Phase II **via Expo Drive** (opposite to Grand Hyatt Hong Kong) and unload their goods at the Expo Drive Entrance. **NO waiting or parking at the HKCEC Phase II is allowed.**

### **Special Move-Out Arrangement**

(A) Exhibitors may use their own vehicles or other forwarder's service. A move-out permit with entrance time of "**After 8pm**" would be issued to each request accordingly in **late-June** with the following details: -

#### **i) Large Vehicle / Lorry / Light Goods Vehicle**

**Entries of the HKCEC will only be allowed to the vehicles with**

- a. **Vehicle Permit issued by HKTDC; AND**
- b. **Trip Ticket issued** at the designated vehicle marshalling area

#### **Move-out procedure**

1. Control point will be set-up at the entrance of HKCEC, only the vehicles with the a. ***Move-out Vehicle Permits issued by the HKTDC; AND b. Trip Ticket issued*** at the designated vehicle marshalling area are allowed to enter the HKCEC **after 8pm** on the **28 July 2020**.

2. Before proceeding to the HKCEC loading area, all vehicles **MUST** first report to the designated **vehicle marshalling area (exact location to be announced)**. The vehicle marshalling area will be opened at 2pm until all the move-out activities finished.
3. Upon arrival at the vehicle marshalling area, the drivers **MUST** first present the Vehicle Permit issued by HKTDC, queue up and wait for the further instructions. The waiting time at the vehicle marshalling area may vary and would depend on the total number of vehicles, move-out speed and the prevailing traffic condition.
4. After 8pm on the **28 July 2020**, a **Trip Ticket** will be issued to the drivers at appropriate time. The driver must then proceed to HKCEC loading area via Expo Drive **within 2 hours** with a. **HKHKTDC Vehicle Permit** **AND** b. **Trip Ticket**.
5. If the vehicle marshalling area becomes overloaded, further measures will be implemented at discretion.

ii) **Other Transportation**

1. **Private vehicles** and **taxis** will be allowed to enter into the HKCEC at the discretion of the traffic control attendants during the move-out period. No waiting or parking at the HKCEC is allowed.
2. **Free shuttle bus service** from HKCEC to Tsim Sha Tsui and Hung Hom will be provided. Exhibitors with hand-carry or light-weight exhibits may consider leaving the venue by taking the shuttle bus. Please wear your badge for identification purpose and the seats are provided on a first-come-first-served basis.

(B) Hong Kong exhibitors may also use the centralised move-out service provided by the Organiser. Details will be announced in separate circular.

**[According to the traffic conditions, the police may implement traffic diversions at the vicinity of HKCEC 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 28 July 2020.**

### 3.8. Confidential Questionnaires / Move-out Permits

#### 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. **28 July 2020**.

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) 2846 3261  
Website: <http://www.cash.org.hk/en/home.do>
- (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 (For recorded music only)  
22/F., Shanghai Industrial Investment Building, 48-62 Hennessy Road, Wan Chai, 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.

### 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 or affecting the exhibitors/visitors, their personal belongings and exhibits. Exhibitors are therefore responsible for taking out all necessary insurance to cover their exhibits, the stand fittings and fixtures, the venue and other third parties.

For exhibitors with precious exhibits, they are requested to take out **insurance coverage and/or special security service at the exhibitors' expense for overnight storage.** 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. Lighting Condition Inside Hall (*for Lighting only*)**

In order to facilitate the presentation of lighting product displays, the lights inside the exhibition hall will be dimmed during the fair period.

### **3.18. 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.

### **3.19. Code of Conduct for participation in HKTDC Trade 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.

#### **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.

### **3.20. Special Arrangements for Tropical Cyclone & Black Rainstorm Warning Signals**

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 during the *HK Houseware 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 in two hours. 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**

##### **I. During Move-in, Move-out**

1. If a Black Rainstorm Warning Signal 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 is **issued before 8:30am**, the fair will remain **closed**.
2. If a Black Rainstorm Warning Signal is **cancelled at or before 2:00pm**, the fair will re-open to the visitors **two hours after** the Black Rainstorm Warning Signal is cancelled. Exhibitors will be allowed to enter the fairground for preparation **one hour after** the Black Rainstorm Warning Signal 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 is **cancelled after 2:00pm**.

##### **III. During Opening Hours**

1. If a Black Rainstorm Warning Signal 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.



## **C. Other Issues**

1. The Organiser will make an announcement on the above special arrangements through the fair website and the mass media, including radio and television stations. 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.

### **3.21 Special Note on National Flag and National Emblem Ordinance and Regional Flag and Regional Emblem Ordinance**

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 drawn to some sections of some of the HKSAR ordinances which came into operation on 1 July 1997, which state:-

#### **National Flag and National Emblem Ordinance (Ordinance No. 116 of 1997)**

##### **Section 4 Damaged national flag and national emblem not to be used**

A national flag or a national emblem which is damaged, defiled, faded or substandard must not be displayed or used.

##### **Section 5 Manufacture of national flag and national emblem regulated**

3. ...The display or use of the national emblem in unusual dimensions is subject to the prior approval of the Central People's Government.

##### **Section 6 Prohibition on certain uses of national flag and national emblem**

1. The national flag or its design must not be displayed or used in --
  - a. trademarks or 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 or advertisements;
  - b. 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.
3. A person who without lawful authority or reasonable excuse displays or uses the national flag, national emblem or the design of the national flag or of the national emblem contrary to subsection (1) or (2) commits an offence.

##### **Section 7 Protection of national flag and national emblem**

A person who desecrated the national flag or national emblem by publicly and wilfully burning, mutilating, scrawling on, defiling or trampling on it commits an offence.

##### **Section 8 Copy of national flag or national emblem**

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

#### **Regional Flag and Regional Emblem Ordinance (Ordinance No. 117 of 1997)**

Similar provisions in relation to the regional flag and regional emblem are continued in:

##### **Section 4 Damaged regional flag and regional emblem not to be used**

##### **Section 6 Prohibition on certain uses of the regional flag and regional emblem**

## Section 7 Protection of the regional flag and regional emblem

## Section 8 Copy of the regional flag or the regional emblem

### 3.22. Waste Reduction and Recovery Measures

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

#### Waste Avoidance and Minimization

- a. Setting up of exhibition booth  
Use re-erectable booth to reduce the amount of waste generated
- b. Selection of decoration material  
Use environmentally-friendly materials (e.g. recycled materials).
- c. Production of publicity materials
  - Print publicity materials on recycled paper.
  - Minimize the number of publicity materials printed.
- d. Distribution of bags  
When distribution of bags is necessary, use re-usable bags or bio-degradable bags instead of plastic bags.

#### Waste Reuse and Recycling

- 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.

### 3.23. Caution on Third Party Promotional Offers from Fair Guide/Expo Guide

The Hong Kong Trade Development Council (HKTDC) has learnt that exhibitors have been receiving invitations from Fair Guide (owned by Construct Data) for listings in its guide at the exhibitors' expense. It has also come to HKTDC's attention that another company under the name Expo Guide (owned by Commercial Online Manuals S de RL de CV ("Commercial Online Manuals")) has sent similar invitations to exhibitors inviting them to update or correct their data with its fair directory for free listing. The HKTDC would like to stress that neither the Fair Guide nor the Expo Guide has any connection with the HKTDC 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 organisations. 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 has 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 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 HKTDC does not recommend that you sign any materials that you receive from Construct Data, and/or Commercial Online Manuals. If you have mistakenly entered into contract with Construct Data and/or Commercial Online Manuals, you should notify Construct Data and/or Commercial Online Manuals 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, please visit [http://www.ufi.org/Public/Default.aspx?CLEF\\_SITESMAPS=161](http://www.ufi.org/Public/Default.aspx?CLEF_SITESMAPS=161).

### **3.24. Smok-Free Policy**

Health and Comfort Come First  
at Smoke-Free HKCEC

From 1 January 2006, the Hong Kong Convention and Exhibition Centre has become a smoke-free venue. This is in line with best international practices and the wishes of visitors and event participants. It also reflects the venue manager's commitment to providing a comfortable, health-conscious environment at this world-class facility.

# 香港貿易發展局

## 3. 展覽會規則

### 3.1 申請條款及展覽會規則

#### 定義

1. 本細則的詞語除因上下文中另有解釋外，否則定義如下：

「認可人士/註冊結構工程師」指在《建築物條例》( ) 123 章) 中定義的認可人士，即註冊建築師、註冊結構工程師或註冊專業測量師。

「申請表格」指通過參展商網上服務平台遞交的電子表格或參展商申請參展展覽會所遞交的紙質表格。

「展台服務費」指參展商應為展覽會參展權及使用標準展台或者應為展覽會期間之特裝參展支付的款額。

「本細則」指由主辦機構不時予以修訂的申請條款及展覽會規則。

「特裝參展」指為展覽會在展覽場地搭建特裝展台的權利。

「展覽會」指申請表格內註明的由主辦機構籌辦的展覽會。

「展台」指攤位，包括本細則第 11 至 17 條及 20 至 23 條所述的自行蓋建的攤位。

「展覽場地」指位於香港灣仔博覽道 1 號的香港會議展覽中心，或主辦機構於展覽會開始前指定及以書面通知參展商的其他場地。

「參展商」指申請在展覽會展出或已獲主辦機構接納參展申請 ( 視乎情況而定 ) 的獨資公司、合夥公司或有限公司。為免生疑問，「參展商」包括該等獨資公司、合夥公司或有限公司的所有僱員、代表及代理人。

「參展商網上服務平台」指由 ( 定義如下的 ) 主辦機構在 [www.hktdc.com/hktradefairs](http://www.hktdc.com/hktradefairs) 為參展商提供的遞交申請表格的網上服務 ( 如有的話 )，並且，如果適用，還包括基於可用性、經主辦機構同意並在遵守本細則的前提下為其提供的管理參展事宜的網上服務。

「主辦機構」指香港貿易發展局。本局是展覽會的推廣及主辦機構，負責規管及監控展覽會的所有事宜。

「宣傳品」指參展商擬在展覽會展示、派發或使用的推廣禮品、產品目錄、小冊子及所有及任何廣告及宣傳品等等。

「標準展台」指根據本細則第 18 及 19 條所述的攤位。

「攤位」指展台及 / 或標準展台。

## 參展資格

- 2.1 主辦機構有唯一及絕對酌情權決定是否接納參展商的參展申請。未經主辦機構書面接納經遞交申請表格作出參展申請的參展商，即使已連同申請繳交或被接納全部展台服務費，也不表示已獲主辦機構授權參展。主辦機構保留權利拒絕任何參展申請，毋須給予任何理由。
- 2.2 所有參展商必須是根據適用法律在香港或其本國經營業務的合法註冊的公司 / 商業組織。主辦機構可以要求參展商在附上申請表格或在繳交費用時或隨時出示最新的商業登記證、公司註冊證書或其他公司 / 商業註冊文件、名片及 / 或產品目錄及 / 或主辦機構可能要求的其他文件 / 材料，以證明參展商正在經營實質業務。除非經主辦機構書面通知，否則不必遞交原件，因主辦機構無法保證將之奉還。
- 2.3 參展商保證交予主辦機構的申請表格及所有其他文件與信息應真實，完整並為最新的。
3. 參展商獲配或特裝搭建的展台僅供參展商在展覽會期間作拓展貿易之用。在蓋建攤位以及展覽會期間，參展商必須以主辦機構滿意的方式使用攤位獲配展區。假若主辦機構不滿意參展商使用攤位的方式，主辦機構保留權利清除全部或部份已分配給參展商的或者參展商特裝搭建的攤位，毋須給予通知，所涉費用概由參展商承擔。除非本細則另有規定，否則參展商不得就展台服務費或任何其他已付款額提出退款索償。

## 付款

- 4.1 在以紙質形式遞交申請表格時，每個參展申請必須附有適當的展台服務費。除非本細則另有規定，否則展台服務費將不獲退還。
- 4.2 就所有其他申請方式，包括以電子形式通過參展商網上服務平台遞交的申請表格，參展商須根據主辦機構在付款請求中規定的任何指令，在作出該申請後繳交適當的展台服務費。除非本細則另有規定，否則展台服務費將不獲退還。
- 4.3 為避免任何疑問，出於前述第 2.1 條所述之目的，主辦機構作出的收到申請表格的確認或付款請求並不以任何方式構成對參展商申請的接納，並且，不得將申請表格上所列的展台服務費視為參展商應付的最終費用。
- 4.4 展台服務費及應向主辦機構支付的其他一切款項均不包含任何稅項。參展商應負擔所有因參加展覽會繳交的費用而產生的任何適用稅項。若任何時候依據任何國家或地區的適用法律，參展商需要就向主辦機構支付的任何款項預提或扣除任何稅費、關稅或其他費用，則該筆應由參展商支付之款項的數額應予增加，以保證作出該等扣除或預提後，向主辦機構支付的淨額應等於倘若沒有作出該等扣除或預提本應收到的數額，且參展商應負責自行向相關機構繳交預提稅款或其他繳款。主辦機構向參展商發出的任何發票可能包含適用法律規定應予徵收的任何相關稅項。
5. 主辦機構保留權利隨時要求參展商繳付額外的無息按金，作為賠償實質或潛在毀壞的保證金。
6. 假若參加展覽會的申請被拒，主辦機構將於發出有關拒絕申請通知後 30 天內，向參展商退還已繳付的展台服務費，唯不會支付利息。
7. 假若參展商於收到申請被拒通知前或於申請獲接納後撤回申請，不論理由為何，已繳之展台服務費將一概被沒收。

## 網上服務的使用

8. 基於服務的可用性並經主辦機構同意，參展商可以使用主辦機構提供的網上服務，包括通過依照主辦機構提供的任何指南，以用戶識別碼（“用戶名”）與密碼（“密碼”）登入參展商網上服務平台。主辦機構僅為參展商提供處理其展覽會申請與參展的網上平台。主辦機構在任何情況下均無須就未經授權而接通該網上平台或在使用網上服務或按其安全度進行的傳輸中發生的任何錯誤、延誤、丟失或遺漏對參展商或任何其他人士負上任何責任。
- 8.1 如果網上服務已提供予參展商，則參展商可隨時修改其用戶名及密碼，但該等修改僅在主辦機構認可後方能生效。
- 8.2 參展商應誠意地對其用戶名及密碼給予合理關注和努力加以保密。參展商不得在任何時間任何情況下向任何其他人士透露其用戶名及 / 或密碼。
- 8.3 參展商應就未經授權而向任何其他人士透露用戶名及 / 或密碼負上全部責任，並應就任何未經授權人士或出於任何未經授權之目的而使用該用戶名及 / 或密碼承擔所有風險。
- 8.4 當參展商知悉或懷疑其用戶名或密碼已為任何未經授權人士所知曉、佔用或控制，或有任何未經授權的使用主辦機構網上服務時，參展商應立即通知主辦機構。在主辦機構正式接獲該通知前，參展商必須承擔所有因該等未經授權的網上服務使用而引起的責任。

## 展覽攤位的分配

- 9.1 主辦機構有唯一及絕對酌情權分配展覽場地的區域予攤位佈置或搭建及決定該等攤位的位置，所有決定均屬最終決定，所有有關更改的要求均不獲受理。
- 9.2 參展商如欲在攤位使用與其在申請表格填寫不同的另一名稱，必須在展覽會開始前最少 3 個月向主辦機構發出更改名稱的書面通知，同時一併提交以下文件：-
- (a) 由執業會計師或公司秘書（如參展商屬註冊有限責任公司）簽署的文件（形式及內容須令主辦機構滿意），證明只更改公司名稱，擁有權並無改變；或
- (b) 其他文件（形式及內容須令主辦機構滿意），以證明新名稱乃屬於申請人全資擁有的附屬公司。
- 9.3 假若參展商的參展申請獲主辦機構接納後，現有的兩名或以上股東實行拆夥，主辦機構有權就展出權作以下安排：-
- (a) 將展覽攤位授予原參展商的最大股東，並准許其使用本身公司名稱參展，唯所展示的產品類別必須與原參展商的相同；及
- (b) 假若股權均分，主辦機構保留權利終止與原參展商之間的協議，並將攤位重新分配。除非有關股東能就參展權轉讓事宜自行達成協議，並於展覽會開始前最少 3 個月將有關協議通知主辦機構，則作別論。
- 10.1 參展商在展覽會展出及（在非專有情況下）使用參展商獲分配或者特裝搭建攤位的權利僅屬個人所持有，參展商不得將有關權利轉讓、轉授、分包、許可或以其他方式與任何第三者共用。任何參展商如被主辦機構發現以轉讓、轉授、分包、許可或以其他方式與第三者共用其攤位（一切以主辦機構的決定為準），必須立即退出展覽會、拆除其攤位及撤走展品，費用一概由參展商承擔。

- 10.2 主辦機構保留權利將曾違反本細則第 10.1 條的參展商紀錄在案，並有唯一及絕對酌情權拒絕容許該等參展商或彼等任何母公司、有聯繫人士、相關聯公司及 / 或附屬公司參加主辦機構以後舉辦的任何及所有活動。
- 10.3 參展商如欲在其攤位推廣、派發或展示附有其全資附屬公司或第三者公司（參展商是該等公司的正式代理或分銷商）名稱之名片、物品或展品（推廣性質或其他性質），或容許這些公司的僱員或代表駐守攤位，必須於展覽會開始前最少 3 個月以書面向主辦機構提出申請，並連同能證明參展商與有關附屬公司或第三者公司之間關係的文件一併呈交。主辦機構有唯一及絕對酌情權決定是否批准有關申請，並會可在批准有關申請時附加其認為合適的條件。為避免任何疑問，如參展商在未得到主辦機構事先許可或抵觸上述附加條件的情況下派發或展示任何附有第三者名稱的名片、物品或展品，或允許其僱員以外人士駐守其攤位，即會被視作違反本細則第 10.1 條處理。
- 10.4 主辦機構有唯一及絕對酌情權禁止參展商在展覽會佔有超過一個攤位。
- 10.5 主辦機構有唯一及絕對酌情權禁止由同一東主或股東擁有的兩家或以上參展商將攤位合併，或在不同攤位展示相同貨品或產品系列，即使其參展申請已獲接納。

### 蓋建攤位

11. 攤位及展品重量不得超過以下的地面負荷限制：

香港會議展覽中心	地面負荷上限
展覽廳 1ABC, 展覽廳 3BCFG 及 展覽廳 5BCFG	每平方米 1,700 千克
展覽廳 1DE, 展覽廳 3DE, 展覽廳 5DE	每平方米 1,250 千克
其他展廳	每平方米 500 千克

12. 主辦機構保留權利改建或清拆任何不符合已提交的圖則、主辦機構所定標準或展覽會規則的攤位，毋須給予通知，有關費用一概由參展商負擔。參展商按主辦機構規定重建攤位所涉的額外費用或任何其他有關損失或毀壞，一律不得向主辦機構或其代理索償。
13. 選擇特裝參展的參展商，可委託主辦機構指定承建商或自僱承建商設計及蓋建其展台，唯展台設計必須按本細則規定呈交主辦機構審閱。
14. 任何在展覽場地進行的工程必須符合香港現行法律及條例以及主辦機構的規定，參展商與其代理、承建商及分包商均須予以遵守。主辦機構保留權利阻止任何違反上述任何法律及條例的工程進行，參展商不得就任何有關損失或毀壞向主辦機構或其代理提出索償。
15. 不得在展覽場地的天花結構懸垂攤位構件或照明裝置。所有照明裝置必須安裝在照明支架，而其高度不可超越 1 米，離地高度需介乎 2.5 米與 6 米之間。
16. 未經主辦機構事先書面許可，不得在地台表面裝設用作鞏固圍板及其他展台構件的固定裝置。
17. 展台服務費並不包括清除及處理木箱、展台構件或其他物品的費用，參展商須為此根據展覽場地徵收的費用或主辦機構合理決定的其他金額繳交額外費用。

## 標準展台

18. 標準展台由主辦機構指定的承建商提供，設計劃一。未經主辦機構事先書面許可，不得以任何形式改動標準展台（包括但不限於公司名牌、字樣及構件）
19. 任何裝飾、展台構件或展品的高度不得超過 2.5 米或標準展台的高度，以較低者為準。

## 特裝參展

20. 特裝參展之參展商委託之承建商資料、蓋建圖則、燈光分佈圖及施工按金須於展覽會開始前最少 8 星期交到主辦機構審閱。而有效的保單副本亦須於展覽會開始前最少 6 星期交到主辦機構存檔。否則主辦機構會向參展商或其委託之承建商收取港幣 2000 元（美金 250 元）的逾期行政費。圖則比例必須合理，不得少於 1:100，並須註明十足尺寸以及詳附相關資料，如平面佈置圖、攤位正視圖、電力裝置、地毯、用色與用、流動展品、視聽器材、展品重量及點荷載等。
21. 假若參展商所委託之承建商之資料、蓋建圖則及燈光分佈圖、施工按金（包括逾期行政費，如適用）及有效的保單副本未達主辦機構，參展商或其委託之承建商將不獲發適用於展覽場地的承建商證及車輛通行證，亦不得在展覽場地蓋建特裝攤位。
22. 所有特裝參展攤位的設計、攤位用料及建築必須符合展覽場地的規則，以及香港特別行政區政府轄下公營機構或部門所定的有關規例。
23. 特裝參展攤位的運輸、裝嵌、拆卸和清理一概由參展商 / 承建商負責。除非主辦機構另有規定，否則該等工程必須按照本細則所訂安排在指定時限內進行。
- 24.1 特裝參展攤位之高度限制因位置而異，建議參展商在進行攤位設計之前先與主辦機構進行確認，一般參考如下：

展館	高度限制
香港會議展覽中心	2.5-5.5 米

- 24.2 位於香港會議展覽中心防煙閘下  $\pm 0.5$  米的範圍內，攤位高度不得超過為 2.5 米或 3 米，需視乎地點而定。再次建議參展商在進行攤位設計之前先與主辦機構進行確認。
- 24.3 香港貿易發展局為促進職業健康及提供安全的工作環境，將在其展覽會限制包括雙層展位在內的特裝展位高度，由 2016 年 5 月 1 日起，所有新設計的展位高度不得超越 5 米（注：在防煙閘以下的  $\pm 0.5$  米範圍，展館 3FG 及 5FG 的展位高度不可超越 2.5 米；展館 1, 3BCDE, 5BCDE 及大堂的展位高度不可超越 3 米）。重用的展位如設計不變，可以繼續保留至 2018 年 4 月底。重用展位設計必須與上年提交給貿發局的圖則相同，並不可作出任何結構性改動；否則，本局將以新設計論，並需把展位高度降至 5 米。由 2018 年 5 月 1 日起，所有特裝展位(包括重用展位)最高限制為 5 米。
- 25.1 所有高度超過 2.5 米、使用懸空照明支架及/或主辦機構及/或展館營運者認為有需要的特裝攤位，在完成搭建後必須提交結構安全證明書。所有結構安全證明書應由認可人士/註冊結構工程師簽發，並須於展覽前的最後進場日下午 3 時或之前交予主辦機構。如不遵守此規定，主辦機構/展館營運者有權禁止所有人士進入有關攤位及/或對其攤位作出改動或拆除其攤位。基於《建築地盤(安全)規例》（第 59I 章）的要求，參展商應對其攤位的安全負全責。



- 25.2 凡開放給公眾人士的展覽，按照展館營運者及相關政府部門的要求，所有高度 4.5 米或以上的攤位及臨時搭建物、懸空照明支架及設備達 100 千克或以上、平台高度達 1.5 米或以上須呈交由認可人士/註冊結構工程師簽發結構穩定性的數據證明並於展覽開始前 8 星期呈交予主辦機構。主辦機構會轉交相關機構審閱。
26. 所有拆卸攤位的工程須於展覽會完結當晚午夜 12 時或之前完成（除已獲主辦機構批准有額外時間安排者外），並須妥善清理所有攤位廢料。否則參展商或其委託之承建商須繳付超時租場費直到妥善清理所有攤位廢料為止。
27. 如海外參展商或其委託之海外承建商欲自行裝嵌、拆卸特裝參展攤位，其必須遵守香港入境處的相關要求。如有問題，請與香港入境處聯絡。
28. 有關展覽場地特裝攤位之細節，請參閱參展商手冊，而所有參展商或其委託之承建商均應遵守參展商手冊的要求。

### 電力裝置

29. 展覽場地內只准使用電力作為光源或電源。
30. 所有電力工程必須由主辦機構指定承建商進行，有關費用一概由參展商承擔。電力裝置設計草圖及圖則必須於展覽會開始前最少 8 星期交予主辦機構審閱。主辦機構有唯一及絕對處理權要求參展商作出修改。
31. 電力供應為 210-230 伏特、單相。參展商也可預先向主辦機構要求供應較高的 380 伏特三相電力。最高的電力供應為每 15 平方米的地面面積 20 千瓦特。
32. 無論來自總電源、電池或發電機之電力，一律只能經由展覽場地的指定承建商供應。

### 攤位的使用及安全事宜

33. 參展商須全權負責採取預防措施以保護公眾人士免受任何移動或運作中的展品所傷，例如安排保安人員或其他保障方法。此類展品只可由參展商授權的合資格人士操作或進行示範及不得在無該等人看管的情況下運作。參展商如欲展示此類展品，必須事先獲得主辦機構書面許可。
34. 參展商如欲在展覽會上使用激光產品，必須事先獲得主辦機構書面許可。參展商須於展覽會開始前最少兩個月將有關申請呈交主辦機構審批。
35. 未經主辦機構事先書面許可，不得在展覽場地進行廣告宣傳或示範，包括舉行時裝表演。
36. 任何音樂演奏，包括在時裝表演中使用音樂錄音，必須經以下機構批准：
- (a) 香港作曲家及作詞家協會（地址：香港中環亞畢諾道 3 號環貿中心 18 樓；電話：(852) 2846 3268；傳真：(852) 2846 3261）
  - (b) 香港音像版權有限公司（地址：香港九龍灣宏光道 1 號億京中心 A 座 18 樓 A 室；電話：(852) 2861 4318；傳真：(852) 2866 6869）
  - (c) 香港音像聯盟有限公司（地址：香港灣仔軒尼詩道 48-62 號上海實業大廈 22 樓；電話：(852) 2520 7000；傳真：(852) 2882 6897）
  - (d) 有權不時授出有關許可的其他有關機構。

所有與申請音樂演奏相關的費用與開支一概由有關個別參展商承擔。

- 37.1 任何參展商只可在其攤位派發其宣傳品，不得在展覽場地內任何其他地方進行廣告宣傳、示範或招攬生意。展品及廣告牌不得放在其攤位以外。
- 37.2 參展商只可展示與展覽會攤位確認信所述的產品類別展區相符的展品及宣傳品。
38. 參展商不得在公司名牌貼上懸掛或以其他方式貼上任何貼紙、海報、懸垂物或其他物品。
39. 無論在任何情況下，一律不得在展覽場地使用壓縮氣體所填充之氣球。
40. 展覽會期間，參展商必須有一名合資格及認可代表在攤位當值，該名代表必須對參展商的產品及 / 或服務瞭如指掌，並有權就參展商的產品或服務的銷售事宜進行洽商及簽訂合約。參展商必須交出確認（形式將根據主辦機構合理要求）該名代表遵守本細則以及主辦機構或其代理在展覽會舉行前或舉行期間發出的所有指示。
41. 主辦機構有唯一及絕對酌情權撤除或要求參展商立即撤除任何在其攤位或分配給參展商用於特裝參展的區域擺放或展示的產品、宣傳品或其他物件，毋須給予任何理由，有關費用一概由參展商承擔。主辦機構毋須就參展商或任何其他人士因此而招致的損失、毀壞或開支負上任何責任。
42. 參展商保證展品及展品包裝，以及宣傳品或攤位的任何展示部分或於主辦機構的網上或流動服務平台 / 參展商的網站，均沒有違反香港特別行政區的法例。宣傳品所展示或介紹的產品，必須是在香港能合法推銷、銷售、進口及管有，如果該等推銷、銷售、進口或管有需要任何執照或許可，則參展商必須已獲取適當的牌照或許可。參展商必須於所有時間遵守監管推銷、銷售、進口及管有該等產品的任何法例或條例。在不限制前述規定的原則下，嚴禁展示以下物件：攻擊性武器、火器、彈藥、爆炸品、放射性物質、可燃及易燃物質、淫褻物品、毒藥及違禁藥物，以及相關裝備。參展商同意悉數賠償主辦機構以及其代理、代表、承包商和僱員因參展商違反本項細則而招致的費用、開支及索償。
- 43.1 參展商保證展品及產品包裝，以及宣傳品或攤位的任何展示部分，在各方面均沒有違反或侵犯任何第三者的權利，包括所有知識產權，其中包括但不限於已註冊或未註冊的商標、版權、外觀設計、名稱及專利；並同意悉數賠償主辦機構以及其代理、代表、承包商和僱員因第三者指控參展商及 / 或主辦機構及 / 或後者的代理、代表、承包商和僱員侵權而招致的費用、開支及索償。
- 43.2 參展商，無論是投訴他人侵權或被人指控侵權者，同意遵守主辦機構不時發出的任何《香港貿易發展局展覽會保護知識產權措施：參展商須知》（「參展商須知」），包括其中所列的處理投訴程序和侵權罰則。假若參展商違反《參展商須知》的任何條款及條件，主辦機構有唯一及絕對酌情權禁止參展商及其任何母公司、有聯繫公司、相關聯公司及 / 或附屬公司參加香港貿易發展局以後舉辦的任何或所有展覽會，及 / 或進一步禁止其代表進入參展商當時正在參展的展覽會場。
- 43.3 假若有投訴人 / 參展商（「投訴人」）按照《參展商須知》向主辦機構提出投訴，並要求主辦機構對其他參展商採取行動，該投訴人必須同意免除主辦機構以及其代理、代表、承包商和僱員（包括但不限於所述各方的法律顧問）的所有責任，同時悉數賠償上述各方由於依據有關投訴或有關投訴人所作出的其他要求、指示或指令而採取的行動所招致的任何責任、損失、費用（包括但不限於法律費用）、開支和賠償；投訴人並同意不會就有關投訴及被指控侵權事件對主辦機構以及其代理、代表、承包商或僱員（包括但不限於所述各方的法律顧問）採取任何法律行動、或提出任何索償或要求。
44. 攤位裝嵌、構建及佈置必須於主辦機構指定的時限內進行，並須於緊接展覽會開始當日前一天下午 6 時前完成。主辦機構保留權利為未能按時完工的分配予特裝參展用之展覽場地區域或攤位進行裝嵌、構建及佈置，費用一概由參展商承擔。

45. 參展商對攤位或展品作出任何形式的修理或改動，必須在展覽會不向公眾開放時，並須事先獲得主辦機構書面同意方可進行。
46. 未經主辦機構特別批准，不得在展覽會最後一天的正式結束時間前拆卸或撤除攤位或展品。
47. 所有視聽器材所產生的音量不得對其他參展商或參觀者構成任何滋擾或不便。主辦機構保留權利指定一家或以上獨家視聽器材供應商，參展商須向該等指定供應商租用器材。
48. 未經主辦機構事先書面許可，參展商不得在展覽場地擅自攝影、錄音、錄影、轉播及廣播，也不得准許他人進行這些活動。
49. 無論任何情況，一律不得在展覽場地進行公開拍賣。
50. 參展商必須將其所有人員、代理或代表的詳細資料在他們獲准進入展覽場地前呈交主辦機構審批及登記。該等人士一經認可（「認可人員」），將獲發工作證，以作識別身份及入場許可之用。參展商謹此承諾確保其認可人員：
  - (a) 在展覽場地時，於顯眼位置佩戴工作證；
  - (b) 不會將工作證給予他人使用；
  - (c) 於展覽會結束時按主辦機構要求將工作證交還主辦機構；
  - (d) 遵守本細則對參展商實施的所有規定；及
  - (e) 遵守主辦機構為批准他們進入展覽會所實施的所有規定。

## **宣傳**

51. 主辦機構將在海外及香港為展覽會安排及負責進行所有宣傳活動。參展商或其代理不得就整體展覽會的宣傳接受或安排任何訪問、發表公告、新聞稿或進行其他宣傳活動。
52. 參展商不得透露、擅用或使用因獲准於展覽會中參展而取得的有關主辦機構或任何參展商的業務或事務的技術性或保密資料，也不得容許其展覽會代表透露、擅用或使用這些資料。

## **攤位物料/宣傳品與展品的進場及撤場**

53. 參展商必須按照主辦機構的安排及於指定時間內遷進展覽場地。
54. 運送物品往返展覽場地，以及接收、佈置和搬走展品的安排及費用，一概由參展商負責。
55. 在展覽場地鋪有地毯的範圍內不得使用油壓腳車。
56. 參展商必須於展覽會結束後，立即按主辦機構的安排及在指定時間內撤走參展商的所有展品、攤位物料/宣傳品及展台物料等等的擺設。任何遺留在展覽場地的參展商展品或攤位物料/宣傳品均被視作棄置物，主辦機構將予以清理，費用一概由有關參展商承擔。任何因處理該等物品所得的收益（如有的話），全歸主辦機構所有，主辦機構毋須向有關參展商呈報收益。
57. 主辦機構保留權利委任一家或以上獨家承包商處理所有物品和展品的進場及撤場事宜，參展商必須使用該等獨家承包商的服務。

## 參展商網站的連結

### 58. 參展商網站：

- (a) 必須在製作、整理及維護方面達到專業水準，形式大方得體，與主辦機構的良好形象匹配；
- (b) 必須包含商貿推廣資料，並符合有關法律規定；
- (c) 不得是產品或服務的郵購目錄，因為參展商不可透過主辦機構網站進行零售業務；及
- (d) 不得是資料庫，亦不得提供任何與其他網站的連結。

### 59. 參展商同意並歡迎主辦機構在主辦機構網站上與參展商網站建立及提供超文本連結，期限由主辦機構有唯一及絕對酌情權決定。參展商同意主辦機構毋須就因主辦機構提供或移除超文本連結或主辦機構網站服務的任何中斷（不論是否由主辦機構或其僱員造成）或與之有關而產生的任何損失或責任負責。

### 60. 參展商向主辦機構保證其網站不含任何以下內容：

- (a) 有關其他國家、地區、政府、文化、宗教、人士、公司、組織、機構、產品和服務等的批判性、誹謗性、中傷性、詆毀性或損毀性信息、聲明或資料；
- (b) 淫褻或不雅文章；
- (c) 可能被視為暴力、種族歧視、有害或意識不良的信息、聲明或資料；
- (d) 有欺騙、誤導成份或可能對上網瀏覽者造成混淆的任何其他資料或物料；
- (e) 在參展商的所在國、寄存網站的國家或在香港為違法的任何資料或物料。

## 參展商的承諾

### 61. 參展商謹此向主辦機構承諾其將：

- (a) 採取所有必需的預防措施以確保；
  - (i) 其網站內的資料或內容在有關時間內均為準確、真實及完整；
  - (ii) 其網站不含病毒，假若其網站任何部分受到或懷疑受到任何病毒感染，必須立即通知主辦機構；
- (b) 定期更新網站內容，以保持資料準確及確保與主辦機構已確立的形象 and 良好聲譽配合；
- (c) 通知主辦機構關於其網站或主頁名稱的任何改動；及
- (d) 確保其網站內容：
  - (i) 並無侵犯任何第三者的任何知識產權或其他權利；

- (ii) 在任何時間均無違反任何適用於參展商或主辦機構的法例，包括但不限於任何香港法例，或任何適用於互聯網或互聯網使用的國際協定、守則或規定，或其他適用法例；及
- (iii) 根據香港貿發局的合理意見，並非不利於主辦機構的形象或有其他不良影響。

- 62. 在參展商使用主辦機構提供的網上服務時及 / 或在其已通過申請（包括通過參展商網上服務平台申請）用戶名註冊該等服務後，不得允許除經授權作為其代理以外的任何其他人士使用該等網上服務，並且，不得允許任何人出於或涉及任何未經授權或非法的目的或行為使用此類服務。一旦參展商得知前述使用，其應儘快通知主辦機構。
- 63. 主辦機構有唯一及絕對酌情權隨時封鎖或刪除主辦機構網站與參展商網站之間的連結，毋須事先通知，亦毋須給予任何理由。
- 64. 對於在主辦機構網站介紹或連結參展商網站方面可能引致的任何損失、毀壞或傷害，參展商不可撤回地放棄對主辦機構提出任何索償或採取法律行動的所有權利。
- 65. 如有任何瀏覽者透過主辦機構網站的連結進入參展商網站，非法或擅自使用參展商網站的資料，或作出其他侵權行為，主辦機構概不負責。
- 66. 參展商承諾悉數賠償主辦機構因其網站與參展商網站的超文本連結或與之有關而可能蒙受或招致的一切損失、責任、法律行動、訴訟、申索、賠償、費用（包括但不限於法律費用）及開支，並承諾於所有時間使主辦機構獲得悉數賠償。

#### 免責條款

- 67. 除因主辦機構或其僱員疏忽而引致的死亡或人身傷害以外，參展商、其代理、代表、承包商或僱員、或參展商或此等人士或任何其他參展商或訪客的產品或其他財產，所蒙受或招致的任何損失、傷害或其他毀壞，主辦機構及其代理、代表、承包商或僱員概不負責。為澄清疑問，任何因天災、戰爭、醫療衛生的憂慮（例如爆發嚴重急性呼吸系統綜合症）、恐怖襲擊恐嚇、暴亂、示威、內亂，不可避免之意外或任何不受主辦機構控制範圍以內之成因所引致或構成之死亡或人身傷害均不會被視作主辦機構或其員工之疏忽。主辦機構根據本細則所授出的任何批准並不構成主辦機構對批准標的事項任何形式的認可，亦不會轉移任何法律責任或權責予主辦機構，或消除、減輕參展商所需承擔的賠償或責任。
- 68. 參展商與其他人士在展覽會舉行期間所進行或因展覽會而導致的接觸或交易結果，主辦機構概不負責。
- 69. 參展商保證按主辦機構、其代理、代表、承包商及僱員的要求悉數賠償他們因參展商、參展商、參展商代理人、代表、承建商、僱員或第三方在履行本規則項下任何協議時的所有行為或疏漏，包括但不限於疏忽、故意失責或進行欺詐，或因參展商違反本細則而蒙受或招致的一切損失、責任、法律行動、訴訟、索償、賠償、費用（包括但不限於法律費用）及開支，並承諾於所有時間使主辦機構獲得悉數賠償。
- 69A. 如果任何參展商、其代理人、代表、承建商或僱員或任何第三方（「參展商一方」）（不論是否有主辦機構的事先書面批准），對主辦機構提供的攤位的任何部分或在其上進行任何修改或施工改造（「施工改造」），而無論導致對任何人構成或由任何人所造成的任何損失、損害賠償、受傷、法律責任、補償或索償，（統稱為「該索償」），參展商必須對任何及所有該索償單獨及完全地承擔及負上全部法律責任及義務。儘管已由主辦機構批准，參展商應就主辦機構由於該索償而產生的一切損失、法律責任、法律程序、聲稱的申索或損害賠償、費用（包括但不限於以完全彌償基準下的法律費用）及開支，必須向主辦機構、其代理人、代表、承建商及僱員一經其要求作出全數彌償。

70. 參展商必須負責購買保險，投保範圍包括（但不限於）為其陳列品、展品及展台因失竊、火災、水災、公眾（包括佔用者責任）及其他任何自然原因引致的損失或毀壞，並須按主辦機構要求出示有關保單。就參展商、參展商代理人、代表、承建商、僱員或第三方因經未批准於展台進行修改或改造所引致任何人士的個人損傷或財物損失，參展商必須向主辦機構作出全數彌償。
71. 特裝參展之參展商要為其展台的安全負全責，並就其攤位之安全性、適合性或其某種特定用途等原因或關係所引起的及因其攤位對展覽場地、其他參展商、參觀者、主辦機構或任何第三者造成損害，而使主辦機構、其代理、代表、承包商和僱員可能蒙受或招致的一切損失、責任、法律行動、訴訟、申索、賠償、費用（包括但不限法律費用）及開支，在要求下悉數予以賠償及今後在任何時候都保持全數彌償。
72. 參展商必須就本細則可能對其構成的所有潛在責任，以及可能因疏忽而招致的法律責任購買保險，並須按主辦機構要求出示有關保單。任何因參展商或其代理、代表、承包商或僱員的行為或遺漏對展覽場地、其他參展商、參觀者、主辦機構或任何第三者的任何財產造成的損失或毀壞，概由參展商負責賠償。
73. 主辦機構保留權利就參展商因展覽會而虧欠主辦機構的一切款項（包括但不限於賠償申索），扣押參展商在展覽場地的任何財產。
74. 參展商謹此同意主辦機構在本細則項下的最高責任不會超過主辦機構向參展商實際收到的費用。

### **棄權聲明**

75. 主辦機構未有行使本細則賦予的權利，並不等如其後不會執行本細則，亦不等如放棄行使對其後違規行為的權利。

### **終止參展資格**

76. 發生以下情況時，主辦機構有權即時終止參展商在展覽會及任何其他由主辦機構主辦之展覽會參展的資格及封閉其攤位，毋須給予通知，有關費用一概由參展商承擔：
- (a) 假若參展商或其代表違反本細則任何條款或根據本細則第 84 條訂立的附加規則；或
  - (b) 假若屬法團性質的參展商進行強制性或自願性清盤、與債權人進行債務重整或已委任接管人接收全部或部分資產，或因負債而採取或遭受任何類似法律行動；又或假若屬獨營或合夥公司性質的參展商或其中一名股東破產、無力償還債項或與債權人達成債務安排協議，或因負債而採取或遭受任何類似法律行動；或
  - (c) 假若參展商進行任何主辦機構認為不符合展覽會性質及目的，或干犯展覽會其他參展商權利的活動；或
  - (d) 假若參展商在展覽場地展示價錢或向私人銷售貨品（而兩者皆不合乎展覽會性質及目的）或在展覽場地即時付貨；或
  - (e) 假若在展覽會首天展覽開幕時間（於主辦機構編印的參展商手冊所示）前 30 分鐘，參展商仍未佔用攤位，參展商即被視作退出展覽會，主辦機構有權以其認為適當的方法使用攤位或分配予參展商的用於特裝參展的區域。參展商被視為由當日起放棄參展，所繳展台服務費將不獲退還；或
  - (f) 假若參展商在攤位展出與展覽會攤位確認信所述的產品類別展區相符的合適展品，但其所佔展出面積少於整體展出面積六成，或於攤位中展出任何不符合展覽會參加申請表格所述的產品類別的任何產品；或

- (g) 假若參展商被發現以歧視態度對待展覽會某些參觀者；或
  - (h) 假如根據主辦機構的意見，參展商被發現其任何行為可能損害或破壞香港、其行業、展覽會或主辦機構的聲譽及 / 或形象。範圍包括產品安全、知識產權、勞工權益及環境保護等有關法律；或
  - (i) 假如參展商被控或被判觸犯任何刑事罪行，或其行為令本身、展覽會或主辦機構的聲譽受損；或
  - (j) 假如參展商違反本地任何適用法律、規則或規例；或
  - (k) 假若主辦機構行使其唯一及絕對酌情權決定有關參展商的參展權應予終止。
77. 假若參展商在展覽會的參展權被主辦機構根據本細則第 76 (a)、(b)、(c)、(d)、(e)、(f)、(g)、(h)、(i) 或 (j) 條終止，參展商不得要求主辦機構退還任何已繳付予主辦機構的款項。
78. 假若參展商的參展權被主辦機構根據本細則第 76(k) 條終止，主辦機構會向參展商退還全部已繳展台服務費。參展商不得就任何與參展權被終止有關的損失或賠償向主辦機構索償。

### **延遲及取消展覽**

79. 假若出現主辦機構無法控制的情況（包括但不限於天災、戰爭、醫療衛生的憂慮（例如爆發嚴重急性呼吸系統綜合症、禽流感或其他對健康的威脅）、恐怖襲擊的顧慮、暴亂、示威、旅遊限制、宵禁、疫症、禁運、騷亂、法律訴訟、任何形式的工業糾紛、政府規例、缺乏或被拒絕給予任何政府或第三方批准、執照、同意或許可、主要運輸系統中斷、電訊或其他電子通訊故障），令主辦機構認為不可能或不可行或不適宜按原定計劃舉辦展覽會，主辦機構保留權利隨時在其認為適當的情況下，更改展覽會的日期至其他日子（包括但不限於延期到較遲日子）、或取消展覽會、更改展覽會性質或模式、縮小展覽會規模、縮短或延長展覽會展期，毋須向參展商負任何責任。參展商不得就主辦機構根據本條款延遲、取消、更改、縮小、縮短或延長展覽會等行動而向主辦機構、其代理或代表索償，不論是關於損失或毀壞，或要求退還全部或部分已繳款項。
80. 主辦機構保留權利隨時更改展覽會的圖則、場地性質或地點，毋須通知參展商。在主辦機構唯一及絕對酌情認為適當的情況下，可能酌情按比例發放展覽場地使用津貼，但並無責任對參展商作出任何進一步賠償。

### **免責聲明**

81. 主辦機構就展覽會訪客的入場有唯一及絕對酌情權（包括但不限於決定入場條件或程序）參展商確認主辦機構未就參加展覽會的訪客人數及展覽會的成效作出任何承諾或保證，並且同意其將不會在此一方面針對主辦機構或者主辦機構的代理商或代表進行申索。
82. 參展商確認及同意主辦機構毋須就參展商業務可能蒙受的任何損失或損害負責，並確認及同意主辦機構並無就所提供的服務作出明示或默示的任何種類保證。主辦機構謹此否認任何有關可商售性或對某特定用途的適用性的保證。
83. 參展商進一步確認及同意主辦機構毋須就於展覽場地超出主辦機構控制範圍的任何系統機能失常，或電訊或其他電子通訊故障負責。

## 附加規則

84. 主辦機構保留權利解釋、更改及修訂本細則任何部分，以及在其認為有需要時發布附加規則（包括但不限於參展商手冊）以確保展覽會正常進行。經修訂之細則及附加規則將在刊登於本局網站 [www.hktdc.com/hktradefairs](http://www.hktdc.com/hktradefairs) 時立即生效。經修訂細則及附加規則一經刊登於本局網站 [www.hktdc.com/hktradefairs](http://www.hktdc.com/hktradefairs)，即表示閣下已知悉該等細則及附加規則，並接納經修訂細則及附加規則。主辦機構對本細則及任何附加規則有所作出的所有解釋將是最終決定，並對參展商具有約束力。
85. 展覽場地規則是本細則的組成部分，並納入本細則內，參展商必須遵守。假若展覽場地規則與本細則有任何分歧，當以本細則為準。參展商可向主辦機構索取展覽場地規則文本。
86. 在簽署及執行本細則規定的協議過程中由參展商產生的全部費用及支出均由參展商承擔，包括任何及所有與通訊設施及接入電子服務相關的費用。

## 通告

87. 本細則要求以書面形式作出的所有通知、協議、批准、許可及類似內容必須提供如下：

向主辦機構作出時，通過發送電子郵件至：[exhibitions@hktdc.org](mailto:exhibitions@hktdc.org)；發送傳真至(852) 2824 0249；或郵寄至香港灣仔港灣道 1 號會展廣場辦公大樓 38 樓，香港貿易發展局；

向參展商作出時，通過網站 [www.hktdc.com/hktradefairs](http://www.hktdc.com/hktradefairs)；或透過參展商網上服務平台；或通過電子郵件、傳真或郵寄至申請表格中所列地址；

或以主辦機構不時同意或通知的該等其他方法。參展商同意使用電子記錄與通訊以及網上流程處理有關本細則標示及涉及的所有事項。

## 與申請表格抵觸

88. 假如本細則之條文與申請表格出現抵觸，一概以本細則的條文為準。

## 語言

89. 本細則以英文和中文兩種語言書就。若兩種文本之間出現任何分歧，以[英文]文本為準。

## 監管法例

90. 本細則受香港法例監管，並按照香港法例解釋，參展商不可撤回地接受香港法院的非獨有司法管轄權管轄。

### **3.2. 知識產權**

香港貿發局是專責促進香港對外貿易的法定機構，對於推動原創設計以及保護知識產權不遺餘力。

本局訂有一套處理展覽現場侵權投訴的程序，並聘法律顧問，以確定侵權投訴是否理據充足，協助有關方面決定採取進一步行動抑或從速解決糾紛。本局於展覽會開放期間備有法律顧問候命，如投訴人/參展商根據參展商須知向本局作出侵權投訴，本局之法律顧問將於收到本局有關通知後的合理時間內抵達本局之辦事處協助處理有關投訴。這些免費的投訴



程序不是投訴人唯一的投訴方法，投訴人也可以向香港海關和/或香港法院提出投訴。

訂定這套程序的目的，是提醒參展商尊重他人的知識產權，並同時盡快澄清無理投訴以保障參展商的權益。

茲促請所有參展商，必須遵守香港貿發局展覽會參展規則第 43 項有關參展商權利與責任的條款，內容如下：

- 43.1** 參展商保證展品及產品包裝，以及宣傳品或攤位的任何展示部分，在各方面均沒有違反或侵犯任何第三者的權利，包括所有知識產權，其中包括但不限於已註冊或未註冊的商標、版權、外觀設計、名稱及專利；並同意悉數賠償主辦機構以及其代理、代表、承包商和僱員因第三者指控參展商及/或主辦機構及/或後者的代理、代表、承包商和僱員侵權而招致的費用、開支及索償。
- 43.2** 參展商，無論是投訴他人侵權或被人指控侵權者，同意遵守主辦機構不時發出的任何《香港貿發局展覽會保護知識產權措施：參展商須知》（「參展商須知」），包括其中所列的處理投訴程序和侵權罰則。假若參展商違反或拒絕遵守《參展商須知》的任何條款及條件，主辦機構有唯一及絕對酌情權禁止參展商及其任何母公司、有聯繫公司、相關聯公司及/或附屬公司參加香港貿發局以後舉辦的任何或所有展覽會，及/或進一步禁止其代表進入參展商當時正在參展的展覽會場。
- 43.3** 假若有投訴人/參展商（「投訴人」）按照《參展商須知》向主辦機構提出投訴，並要求主辦機構對其他參展商採取行動，投訴人必須同意免除主辦機構以及其代理、代表、承包商和僱員（包括但不限於所述各方的法律顧問）的所有責任，同時悉數賠償上述各方由於依據有關投訴或有關投訴人所作出的其他要求、指示或指令而採取的行動所招致的任何責任、損失、費用（包括但不限於法律費用）、開支和賠償；投訴人並同意不會就有關投訴及被指控侵權事件對主辦機構以及其代理、代表、承包商或僱員（包括但不限於所述各方的法律顧問）採取任何法律行動、或提出任何索償或要求。

### **處理投訴程序**

1. 假若閣下欲提出有關侵犯閣下知識產權的投訴，請向主辦機構辦事處報告，本局的負責人員以及候命的法律顧問（「法律顧問」）將會處理有關投訴。法律顧問將於展覽會開放期間候命，如投訴人/參展商根據參展商須知向本局作出侵權投訴，法律顧問將於收到本局有關通知後的合理時間內抵達主辦機構辦事處協助處理有關投訴。
2. 假若閣下在攤位被人指控侵權，應轉介有關投訴到主辦機構辦事處提出投訴。
3. 隨附《參展商須知》的資料文件以及法律顧問，均會指明侵權投訴所需的文件及其他證據。
4. 假若法律顧問根據投訴人提供之文件，認為投訴人之知識產權有效，而且被有關參展商

之展品或物品侵權，本局負責人員會前往涉嫌侵權參展商攤位處理該投訴。

5. 法律顧問亦會檢查有關涉嫌侵權展品或任何具爭議的物品有否於本局的網站 ([www.hktdc.com](http://www.hktdc.com)) 上顯示。若有該等發現，本局有全權絕對酌情決定權根據本局之網上推廣條款及條件停止顯示涉嫌侵權的產品之連結或以其他方式從本局的網站取下/刪除涉嫌侵權的展品及其有關物品，恕不作另行通知。

6. 本局作為主辦機構，有權即時為涉嫌侵權展品或任何具爭議的物品拍照最少三張。

7. 除非有關參展商能提出使法律顧問認為滿意的證據顯示其有權經營該等涉嫌侵權的展品或物品，否則會被要求立即收回有關產品或物品以及不得在展覽會舉行期間經營所涉產品，同時須立即簽字作出承諾，而承諾書副本及一張相片則會交予被投訴人及有關參展商。本局會保留一份承諾書副本及一張相片作為紀錄。

8. 假若本局獲悉有參展商因涉嫌侵犯版權及/或商標而被香港海關調查，本局將要求該參展商立即收回所涉產品或物品。

9. 假若有關參展商拒絕合作或違反上述第 6 及/或第 7 及/或第 8 項條款，本局有唯一及絕對之酌情權禁止該等參展商或其任何母公司、有聯繫人士、相關聯公司及/或附屬公司參加本局以後舉辦的任何或所有展覽會的權利。

10. 本局職員會定期到法律顧問認為涉嫌侵權的攤位視察，以確保有關參展商不再展示或經營所涉產品或物品。假若發現參展商違反承諾，本局有唯一及絕對酌情權即時取消該等參展商或其任何母公司、有聯繫公司、相關聯公司及/或附屬公司的參展資格，毋須退還已收取的參展費，並禁止其或其任何母公司、有聯繫公司、相關聯公司及/或附屬公司參加本局以後舉辦的任何或所有展覽會。

### **侵權處罰**

本局有唯一及絕對酌情權就下列其中一種情況，決定是否禁止參展商或任何母公司、有聯繫公司、相關聯公司及/或附屬公司參加本局以後舉辦的任何或所有展覽會：

1. 在本局受理的侵權投訴中，涉嫌侵權的參展商沒有或拒絕：

- 立即讓本局職員為涉嫌侵權的產品或物品拍三張照片；或

- 應本局要求立即簽署本局提供的承諾書，註明是否願意收回或是決定繼續展示有關展品或物品。

2. 參展商雖然應本局要求簽署承諾書及讓本局職員為涉嫌侵權的展品或物品拍照，但拒絕收回涉嫌侵權的展品或物品，及有關展品或物品其後被香港法庭裁定侵權。

3. 參展商雖然立即收回涉嫌侵權的展品或物品，並簽字承諾在展覽會舉行期間不再展示或經營所涉產品，但其後被發現違反承諾。在此情況下，本局有權即時取消有關參展商的參展資格，同時毋須退還已收取的參展費。

4. 參展商雖然在展覽會舉行期間與本局合作收回涉嫌侵權的展品或物品，但遭香港法庭最少兩度裁定在連續兩屆展覽期中侵權。

5. 參展商在連續兩屆展覽會中，

被超過一名投訴人作出四宗或以上牽涉及不同知識產權的有據投訴；或

被同一名投訴人投訴最少有四項不同產品或物品侵權；

而該等投訴為法律顧問所接納

6. 參展商被控或被判觸犯任何有關侵犯知識產權或違反知識產權有關法律或法規之罪行。

### **有關知識產權刑事罪行之刑罰**

版權條例 (香港法例第 528 章)

任何人製造或處理侵犯版權之物品即屬犯罪。版權條例已詳細列明可構成該等刑事罪行之各類行為。任何干犯有關罪行之人士可就每份侵犯版權複製品被處罰款港幣五萬元及監禁四年或處罰款港幣五十萬元及監禁八年，視乎有關行為之性質而訂。

商品說明條例 (香港法例第 362 章)

根據商品說明條例，任何人士：

(i) 將虛假商品說明應用於任何貨品；

(ii) 供應或要約供應已應用虛假商品說明的貨品；或

(iii) 管有任何已應用虛假商品說明的貨品作售賣或任何商業或製造用途，即屬犯罪。

再者，任何人如偽造任何註冊商標或將任何商標或任何與某一商標極為相似而相當可能會使人受欺騙的商標以虛假方式應用於任何貨品，亦屬犯罪。

任何干犯商品說明條例中有關罪行之人士可被：

(a) 一經循公訴程序定罪，可被處罰款港幣五十萬元及監禁五年；及

(b) 一經循簡易程序定罪，可被處罰款港幣十萬元及監禁兩年。

### **證明知識產權的存在，擁有權及被侵權的所需文件**

#### **A. 版權**

1. 作品的創作日期和地點；

2. 作品的作者名稱及擁有者名稱；
3. 原作正本或核證副本，例如設計圖樣及草圖等；
4. 作品擁有權證明。倘若有關作品的作者是投訴人的僱員，則須提供僱聘合約；
5. 倘若有關作品的作者並非投訴人或投訴人的僱員，則須提供證明作者向投訴人轉讓版權的版權轉讓書；
6. 發票、貨運文件或其他文件，而該等文件可證明(1)首次出售有關該版權之產品或物品之日期;或 (2)首次發布有關版權作品之日期。
7. 或根據版權條例第一二一條所作之誓章。

## **B. 商標**

1. 有效的香港商標註冊證書正本或核證副本，包括續期證書或證明。

## **C. 外觀設計**

1. 有效的香港外觀設計註冊證書正本或核證副本，包括續期證書或證明。

## **D. 專利**

1. 有效的香港專利權證書正本或核證副本，包括續期證書或證明。
2. 由投訴人之專利代理或法律顧問發出之書面意見書，證明投訴人於香港之專利權有效，而且被有關參展商之展品或物品侵權。

以及任何由法律顧問因應實際情況要求提供的其他證明文件。

### **3.3. 分租**

參展商一律嚴禁將展覽攤位分租予第三者或與以任何其他方式與第三者共用。如有違者，主辦機構會著令有關參展商即時將所有有關第三者之名片、展品及物品（宣傳性質或其他）遷離展覽攤位，費用由該參展商自付，該參展商亦會被禁止參加本局舉辦的所有展覽活動。

主辦機構明確規定，參展商只可在其展覽攤位內進行以下活動：

- (i) 推廣、派發或展出附有參展商名稱之展品、印刷品或圖像宣傳資料，或派發其僱員的名片。
- (ii) 容許其僱員招攬生意。

參展商亦可在其展覽攤位內 (i) 推廣、派發或展出印有其全資附屬公司，或與之訂有代理或分銷協議的公司名稱的名片、展品、印刷品或圖像宣傳資料；或 (ii) 容許其全資附屬公司，或與之訂有代理或分銷協議的公司的僱員招攬生意。惟參展商必須緊記，假若參展商有意為其附屬公司或上述第三者公司進行上述活動，參展商必須於展覽會舉行前最少三個月，以書面形式向主辦機構提出申請事先書面許可，並須提交有關文件，證明參展商與有關附屬公司或第三者公司的關係。

主辦機構有唯一及絕對酌情權決定是否批准有關申請，其他人不得異議。如未經主辦機構事先書面許可，參展商不得擅自為其附屬公司或任何第三者公司進行上述活動，否則將被當作違規處

理。參展商亦須緊記，上述活動涉及的產品，必須與展覽會攤位確認信所述的產品類別展區相符。

### 3.4. 展品類別

參展商展示的產品，必須與展覽會攤位確認信所述的產品類別展區相符。假若主辦機構發現有參展商用於展示指定產品的展覽面積少於六成，有權採取行動，要求參展商即時重新安排展品，或終止其參展權，參展商並無追索權。

參展商工作證，承建商工作證及車輛通行證

所有參展商及其職員在進場、離場和展覽會舉行期間，必須於顯眼位置佩戴正式工作證。每一參展公司可根據參展面積獲發給一定數量之工作證，如需額外工作證，須填寫「額外設施及服務申請表」內之表格十一，並於 2020 年 6 月 9 日前交回主辦機構申請，只有持工作證之人士方可進入會場。為保安理由，參展商應只派發工作證予其職員使用。

承建商名牌只適用於展會進館日及撤館日，不適用於展覽期間。

進入卸貨區及貨運升降機，必須出示由（香港會議展覽中心 / 香港貿易發展局）發出的車輛通行證及於進/撤館日由車輛等候處發出之往來證明書。每一參展商祇獲預先發給一個車輛通行證，在主辦機構指定的進場及離場時間內使用。持證大型車輛/貨車/輕型客貨車必須把行車證貼於擋風玻璃上以便警方查證。

### 3.5. 進館及撤館交通安排

主辦機構將於香港貿發局香港家庭用品展 2020 之進館日（即 7 月 24 日）及撤館日（即 7 月 28 日）實行特別交通安排，以舒緩其引起之交通擠塞及為各參展商及公眾人士帶來更大的方便。請留意以下詳情：

#### 進館交通安排

將於 2020 年 7 月 24 日上午 8 時起封閉香港會議展覽中心（會展中心）附近路段及設置控制點，只准以下

#### i. 大型車輛/貨車/輕型客貨車

必須同時持有

a.由香港貿易發展局預先發出之車輛通行證；及

b.進場當天由指定之車輛等候處發出之往來證明書方可進場

#### 進場程序

1. 香港貿易發展局（香港貿發局）將向各參展商發出 7 月 24 日之進場車輛通行證。
2. 在進入會展中心貨物起卸區前，所有大型車輛、貨車及輕型客貨車必須在車證上之指定時間到達指定之車輛等候處報到。車輛等候處將於 7 月 24 日上午 9 時開放，直至所有進場程序完成。車輛等候處之詳細地點將於稍後公布。

3. 當大型車輛、貨車及輕型客貨車到達車輛等候處後，必須出示由貿發局發出適用於該時段之車輛通行證，並於車輛等候處排隊等候指示。輪候時間將視乎車輛數量、進場速度及當日之交通情況而定。

4. 車輛等候處將根據交通情況向輪候之司機發出一張往來證明書。司機須攜同 **a.車輛通行證** 及 **b.往來證明書** 於 2 小時內 經博覽道或會議道入口前往會展中心貨物起卸區進場。

5. 未能提供上述兩種證件者將均不能進入會展中心卸貨區。

## ii. 私家車/的士

### 進場程序

進入會展中心第二期之私家車及的士不需要持有車輛通行證或到車輛等候處報到，惟所有私家車及的士必須經博覽道入口（即君悅酒店對面）進入會展中心第二期，並只能於博覽道正門進行落貨。司機於落貨後必須盡快離開會展中心第二期，不得停留或候客。

### 撤館交通安排

A) 各參展商可選用閣下之貨車或貨運代理。本局將向其派發 7 月 28 日“下午 8 時後”之撤館車輛通行證以供使用。車輛通行證將於 6 月下旬以速遞發放給各參展商。敬請留意以下詳情：

i) 大型車輛/貨車/輕型客貨車

必須同時持有

**a.由香港貿易發展局預先發出之車輛通行證；及**

**b.由指定之車輛等候處發出之往來證明書**

### 撤場程序

1. 將於撤館當日於臨近香港會議展覽中心路段設置控制點，只准同時持有 **a) 由香港貿易發展局所發出之撤館車輛通行證** 及 **b)由車輛等候處所發出之往來證明書**之貨車於晚上 8 時後駛進香港會議展覽中心進行撤館。

2. 在進入香港會議展覽中心上落貨區前，所有車輛必須先到指定之車輛等候處報到。車輛等候處將於 **2020 年 7 月 28 日**，由下午 2 時開放至所有撤館程序完成。

3. 當車輛到達車輛等候處後，必須出示由香港貿發局發出適用於該時段之車輛通行證，並於車輛等候處排隊等候指示。輪候時間將視乎車輛數量、撤場速度及當日之交通情況而定。

4. 車輛等候處將於下午 8 時正開始，根據交通情況向輪候之司機發出一張往來證明書。司機應攜同 **a.車輛通行證**；及 **b.往來證明書** 於 2 小時內經博覽道入口前往會展中心貨物起卸區（根據車輛通行證之類別而定）。

5. 如車輛等候超出可停泊車輛數目時，車輛等候處將酌情採取進一步措施。

## ii) 其它交通安排

1. 於撤館其間，將酌情准許私家車及的士駛入會展新翼範圍，但不得停留或候客。

2. 大會亦於撤館期間安排免費穿梭巴士來往尖沙咀及紅磡。持有輕量貨物之參展商亦可考慮以此方法撤館，惟請佩帶入場證以資識別。巴士座位有限，額滿即止。

B) 香港參展商亦可使用大會提供之中央撤館服務，有關詳情將另行通知。

[於進場及撤場當日，警方將視乎灣仔北及周邊一帶之交通情況，酌情採取交通管制及改道措施。]

### 3.6. 展品

主辦機構不負責接收或貯藏任何參展品或攤位物料，參展商應自行安排職員負責。

在 2020 年 7 月 28 日下午 5 時展覽會正式結束前，參展商不得將展品搬離會場。

### 3.7. 機密問卷及展品離場許可證

機密問卷

展覽結束時，參展商須向主辦機構提供參展資料，有關資料在未經參展商同意之前，不會向外界透露，唯整體統計數字則可對外公布而毋須先徵詢參展商同意。參展商必須填寫有關參展問卷。

主辦機構將於展出最後一天（2020 年 7 月 28 日）下午收集填妥的問卷。

在展覽期間，展品一概不得帶出會場。參展商如需特別協助，可與主辦機構辦事處聯絡。

### 3.8. 攝影及錄影

未經主辦機構書面許可，不得在會場內擅自攝影、錄音、錄影、轉播或廣播。

### 3.9. 會場內播放音樂

一切音樂演奏，包括播放示範用音樂錄音帶及配樂，必須經以下機構許可：

(甲) 香港作曲家及作詞家協會

香港中環亞畢諾道 3 號環貿中心 18 樓

電話：(852) 2846 3268                      傳真：(852) 2846 3261

網頁：<http://www.cash.org.hk/en/home.do>

(乙) 香港音像版權有限公司 (播放音樂錄音者適用)

香港九龍灣宏光道 1 號億京中心 A 座 18 樓 A 室

電話：(852) 2861 4318                      傳真：(852) 2866 6869

網頁：<http://www.ppseal.com/tc/home.html>

(丙) 香港音像聯盟有限公司 (播放音樂錄音者適用)

香港灣仔軒尼詩道 48-62 號上海實業大廈 22 樓

電話：(852) 2520 7000                      傳真：(852) 2882 6897

網頁：<http://www.hkria.com/en/index.aspx>

(丁) 有權不時授出有關許可的其他有關機構

### 3.10. 音量 / 擴音器

所有視聽器材所產生的音量不得對其他參展商或參觀者構成任何滋擾或不便。參展商必須採取措施，確保示範活動所採用的視聽器材不會發出超過 75 分貝 (A 級) 的音量。如發出的聲浪對其他參展商及參觀人士造成滋擾、不便或騷擾，主辦機構有權馬上終止有關展示活動，而主辦機構毋須為此向參展商退還有關費用或作出任何賠償。設於攤位內的視聽器材，概由參展商負責，而參觀人士及其僱員在操作此等器材時的行為，須由參展商監督。

### 3.11. 派發宣傳品

參展商不得在會場內的公眾地方派發任何宣傳品、紀念品或同類物品，只可在本身的攤位範圍內派發產品目錄及小冊子等宣傳品。

### 3.12. 攤位使用

在展覽會舉行期間，所有攤位必須有職員看管及佈置妥當並擺放展品。展覽會只開放予業內人士參觀，參展商不得在會場內零售展品。

### 3.13. 進場限制

任何參觀者、參展商或其代理，如被主辦機構認定為精神不健全、醉酒或會對展覽會、其他參展商或參觀人士造成騷擾或不便，主辦機構有權禁止其進入會場。參觀及參展人士未滿十八歲均不准進場。

### 3.14. 保險

主辦機構對涉及參展商/參觀者、其個人物品及展品的任何風險，概不負財務或法律責任。參展商應為其展品、攤位裝置、會場及其他第三者投保。

參展商如有貴重展品需要通宵貯存，應自行投保或聘請特別護衛服務，一切費用由參展商負責。參展商如需特別協助，請與主辦機構辦事處聯絡。

### 3.15. 損失及失竊

所有參展商帶進展覽場地任何部分 (包括但不限於攤位、展覽攤位及展覽淨地) 的財物和物品 (包括但不限於所有宣傳品) 均由參展商自行負上責任。主辦機構對該等財物或物品的安全及保安不作出保證，亦無須為任何失竊、損失或損壞負上任何責任。為免生疑問，主辦機構於展覽場地任何部分 (包括但不限於攤位、展覽攤位及展覽淨地) 所提供的陳列櫃、貯存櫃及其它貯物設施只作展覽用途。參展商於任何時間均對存放於該等陳列櫃、貯存櫃及貯物設施的所有財物或物品的安全及保安擁有全部責任。

### 3.16. 展館燈光

為突出展品，主辦機構將於展覽會舉行期間把場館的燈光調暗，敬請留意。

### 3.17. 標語及海報

參展商如張貼任何大會認為違反展覽會宗旨或損壞展覽會形象的標語或海報，主辦機構有權拆除該等標語或海報。



### 3.18. 香港貿易發展局展覽會的參展商行為守則

香港被公認為亞太區主要的商貿展覽中心，香港貿易發展局亦保持一貫宗旨，以最佳的服務及制作水準主辦世界級的貿易展覽。為保持香港作為亞太區商貿展覽中心的領導地位及建立更專業的商貿形象，本局特訂立以下的參展商行為守則，以茲促請所有參展商注意及遵守：

#### 展品陳列

各參展商只可在本身的攤位範圍內佈置和擺放展品，不得在會場的公眾地方擺放任何展品，並須保持會場的整潔及注意防火安全。

另外，各參展商必須自行將本身的包裝箱儲存於適當的地方。

#### 看守攤位

- 1) 參展商須保持攤位整潔及井井有條。
- 2) 參展商須自行將本身的包裝箱儲存於適當的地方。
- 3) 參展商必須確保攤位的佈置及展品陳列符合該展覽會的形象。
- 4) 參展商必須確保攤位時刻均有合資格及認可代表負責看守攤位，並一概不能把展品提早撤出展場，如需協助，可與主辦機構辦事處聯絡。

#### 禮貌行為及態度

- 1) 展覽期間參展商應以專業及有禮貌地進行商業洽談，並須尊重及有禮地對待各參觀人士及其他參展商。
- 2) 參展商應歡迎各類參觀人士參觀其攤位。在任何情況下，參展商都不能張貼任何帶有歧視成份的標語，以限制某類參觀人士進入其攤位參觀。
- 3) 為保安理由，參展商須經常攜帶並於顯眼位置佩戴參展商證件，並不得把參展商證件轉讓或給予別人使用。

#### 個人權利

參展商須尊重其他參展商的權利。參展商及其職員，如非經邀請，不得擅進其他參展商攤位。

#### 食品及飲料

根據香港會議展覽中心規例，參展商不得攜帶食物及飲料進入會場。如需進食，可到會場內的飲食部或餐廳。

為確保展覽會場的衛生及整潔，參展商應盡量避免在其攤位內飲食，參展商及其職員可到大會指定的房間或地方進行飲食。

#### 知識產權

所有展品及產品包裝，以及宣傳品或攤位的任何展示部分，在各方面均不可違反或侵犯任何第三者的權利，包括所有知識產權，其中包括但不限於已註冊或未註冊的商標、版權、外觀設計、名稱及專利。參展商需遵守由主辦機構發出的《香港貿易發展局展覽會保護知識產權措施：參展商須知》其中所列的規則及處理投訴程序。

### 3.19. 熱帶氣旋及黑色暴雨警告信號下之特別安排

敬請各參展商留意以下熱帶氣旋（俗稱“颱風”）或黑色暴雨警告信號下，主辦機構於香港家庭用品展所作出之特別安排。

#### 甲、 熱帶氣旋警告信號下之特別安排

##### (一) 進館日、撤館日

1. 如八號預警或八號（或以上）熱帶氣旋警告信號於進館日及/或撤館日發出，進館及撤館程序將在情況許可下繼續進行。

##### (二) 展覽會開放前

1. 如八號預警於上午 8 時 30 分前發出，展覽會將暫時關閉。在罕有情況下，如八號（或以上）熱帶氣旋警告信號在未有發出預警下於上午 8 時 30 分前懸掛，展覽會同樣暫時關閉。

2. 如八號熱帶氣旋警告信號於下午 2 時或之前取消，展覽會將會在八號熱帶氣旋警告信號取消兩小時後重開予參觀人士。在情況許可下，參展商可以在八號熱帶氣旋警告信號取消一小時後進入會場準備。請各參展商於展覽會重開前盡快返回工作崗位。

3. 若八號熱帶氣旋警告信號於下午 2 時後取消，展覽會將繼續關閉。

##### (三) 展覽會進行期間

1. 當香港天文台發出八號預警提醒公眾八號熱帶氣旋警告信號將於展覽會進行期間懸掛，主辦機構將立刻作出廣播，宣布展覽會將於兩小時後關閉，並請現場參展商及參觀人士盡快離開會場。

2. 在罕有情況下，如八號（或以上）熱帶氣旋警告信號在未有發出預警下懸掛，主辦機構將立刻作出廣播，宣布展覽會即時關閉，並請現場參展商及參觀人士立即離開會場。

#### 乙、 黑色暴雨警告信號下之特別安排

##### (一) 進館日、撤館日

1. 如黑色暴雨警告信號於進館日及/或撤館日發出，進館及撤館程序將在情況許可下繼續進行。

##### (二) 展覽會開放前

1. 如黑色暴雨警告信號於上午 8 時 30 分前發出，展覽會將暫時關閉。

2. 如黑色暴雨警告信號於下午 2 時或之前取消，展覽會將會在黑色暴雨警告信號取消兩小時後重開予參觀人士。在情況許可下，參展商可以在黑色暴雨警告信號取消一小時後進入會場準備。請各參展商於展覽會重開前盡快返回工作崗位。

3. 若黑色暴雨警告信號於下午 2 時後取消，展覽會將繼續關閉。

### (三) 展覽會進行期間

1. 如黑色暴雨警告信號於展覽會進行期間發出，展覽會將**繼續舉行**，主辦機構將立刻作出廣播，呼籲在場參展商及參觀人士留在會場，直至到黑色暴雨警告信號取消為止，以策安全。

### 丙、 其他注意事項

1. 主辦機構會透過展覽會網頁、電台及電視台等各傳播媒介公布以上特別安排。參展商如有任何疑問，可致電香港貿發局客戶服務熱線查詢，電話：(852) 1830668。

2. 主辦機構可能因應現場實際情況而調整以上安排。如有任何改動，主辦機構會盡快公布有關細節。

### 3.20. 國旗國徽及區旗區徽條例要點

自 1997 年 7 月 1 日香港特別行政區成立日起，所有商業活動(包括由香港貿易發展局所舉辦的各類型展覽會)都必須在特區有關法例下舉行。根據參展細則及展覽規例，所有參展商都必須遵守該等有關法例。

自 1997 年 7 月 1 日起，參展商必須遵守以下香港回歸條例中有關國旗、國徽及區旗、區徽條例：

### 國旗及國徽條例 ( 1997 年第 116 號條例 )

#### 第四條 不得使用破損的國旗、國徽

不得展示或使用破損、污損、褪色或不合規格的國旗或國徽。

#### 第五條 國旗、國徽的製造受規管

3. ...如需展示或使用非通用尺度國徽，須報中央人民政府批准。

#### 第六條 禁止將國旗、國徽用作某些用途

1. 國旗或其圖案不得展示或使用於----

a. 商標或廣告；

b. 私人喪事活動；或

c. 行政長官以規定限制或禁止展示或使用國旗或其圖案的其他場合或場所。

2. 國徽或其圖案不得展示或使用於----

a. 商標或廣告；

b. 日常生活的陳設或佈置；

c. 私人慶弔活動；或

d. 行政長官以規定限制或禁止展示或使用國徽或其圖案的其他場合或場所。

3. 任何人如未經合法授權或並無合理辯解，而在違反第(1)或(2)款的規定下，展示或使用國旗、國徽、國旗圖案或國徽圖案，即屬犯罪。

### 第七條 保護國旗、國徽

任何人公開及故意以焚燒、毀損、塗劃、玷污、踐踏等方式侮辱國旗或國徽，即屬犯罪。

### 第八條 國旗、國徽的複製本

如有國旗或國徽的複製本並非與國旗或國徽完全相同，但其相似程度足以使人相信它就是國旗或國徽，則就本條例而言，該複製本被視為是國旗或國徽。

### 區旗及區徽條例 (1997 年第 117 號條例)

與區旗、區徽連繫有關的條款將適用於：

#### 第四條 不得使用破損的區旗、區徽

#### 第六條 禁止將區旗、區徽用作某些用途

#### 第七條 保護區旗、區徽

#### 第八條 區旗、區徽的複製本

### 3.21. 減少廢物和回收措施

為保護環境，主辦機構建議各參展商參照下列減少廢物和回收措施之指引：

#### 廢物的避免和減少

##### a. 攤位的設置

採用可重用組件來設置攤位以減少廢物的產生。

##### b. 裝飾物料的揀選

使用環保物料，如再造物料。

##### c. 宣傳物品的製造

採用再造紙來印製宣傳物品。

避免印製過量宣傳物品。

##### d. 易攜袋的派發

如需派發易攜袋，應提供可再用的易攜袋或以可降解物料製成的易攜袋，而不應派發一次性的膠袋。

#### 廢物的重用和再造

##### a. 重用

收集剩餘的宣傳物品，裝飾物料，參展商工作證套等重用或回收再造。

## b. 再造

將可回收物料包括廢紙、膠樽和鋁罐放入由主辦機構提供的廢物分類回收箱。

### 3.22. 請小心處理由第三者 (Fair Guide / Expo Guide) 提供之推廣優惠

香港貿易發展局獲悉參展商曾接獲 Fair Guide (由 Construct Data 所擁有) 的邀請，在其指南中刊登名錄，費用由參展商負責。香港貿發局最近發現另一公司 Expo Guide (由 Commercial Online Manuals S de RL de CV ( “Commercial Online Manuals” ) 所擁有) 亦向參展商發出類似信件，邀請參展商更新或更正他們于其指南中之資料作為免費刊登名錄。香港貿發局特此澄清及重申: Fair Guide 或 Expo Guide 概與香港貿發局或本局的任何展覽完全無關。

UFI, 一個代表全球展覽業利益的國際組織，已經警告展覽業要小心警惕 Fair guide、Expo Guide、Construct Data、Commercial Online Manuals 和其他類似的指南和組織。UFI 還報告說，收債公司和這些指南和組織有夥伴的關係，從而恐嚇參展商付款。Construct Data 之經營手法已被奧地利保障公平競爭協會 (Austrian Protective Association) 視為不公平及誤導。最近有資料顯示，Construct Data 已從奧地利轉移其運作到墨西哥和/或斯洛伐克。

由於 Fair Guide 及 Expo Guide 的信件及訂單內容及語句幾乎完全相同, Construct Data 與 Commercial Online Manuals 可能是相關或連繫之公司。閣下因此應盡量以小心謹慎的態度處理該等邀請，以免作出不必要的財務承擔。本局特此呼籲閣下在簽署任何合約 (包括以細小字體列印的合約) 及附件之前，應細閱有關文件和尋求法律意見，以保障閣下本身的利益。

本局并不建議閣下簽署任何從 Construct Data 及/或 Commercial Online Manuals 收到之文件。如閣下在錯誤情況下與 Construct Data 及/或 Commercial Online Manual 訂立合約，閣下應以書面通知 Construct Data 及/或 Commercial Online Manuals 指出基于錯誤或被誤導之情況下簽署該文件，有關合約無效。閣下應該就如何應對你可能會收到的付款要求尋求法律意見。

欲瞭解更多信息關於 UFI 對 Fair Guide, Expo Guide, Construct Data 與 Commercial Online Manuals 採取之行動, 請瀏覽此網頁

[http://www.ufi.org/Public/Default.aspx?CLEF\\_SITESMAPS=161](http://www.ufi.org/Public/Default.aspx?CLEF_SITESMAPS=161)。

### 3.23. 無煙政策

無煙環境 健康舒適

香港會議展覽中心

由 2006 年 1 月 1 日起已於香港會議展覽中心範圍內禁止吸煙。此舉旨在與國際慣例看齊，並順應參觀人士及參展業者的訴求，同時亦顯示會展中心管理公司致力為這個世界一流的展覽設施提供一個健康舒適無煙環境的決心。