# 亞洲素食展 2023 Vegetarian Food Asia 2023

Booth Application Form 參展申請表

(Exclusive for EOA Company Limited (MCAHK)'s clients)



2023.02.17-19 @ Hall 3FG, HKCEC 香港會展展覽廳 3FG

Organizer 主辦機構

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BAOBAB	「朴
TREE	【望

Baobab Tree Event Management Co. Ltd. 柏堡活動策劃有限公司

Please send application form to <u>veg@baobab-tree-event.com</u> Exhibiting Enquiry: +852 3520 3617

-	any Informatio								
		be same as BR for SME Funding ap		on)					
-	必須與甲請 <b>-</b>	中小企市場推廣基金的公司名相同	ച)						
English									
中文									
Address 地址					Caura	tau / Decier			
City / Posta 城市 / 郵編				Country / Region 國家 / 地區					
Website 網						/ /			
Contact Per					loh T	ïtle 職位			
Office Tel 2						ile 手機號碼	-		
Email 電郵	신마면미					Exhibitor 參展	इस्ट		Yes 是 (Booth no.:    )
LIIIdli电型					2022	EXHIBITOI 2012	- (11)		
B. Major	Type of Exhib	its 主要展品類型							
□ Beans	& Bean Products	豆類及豆製品		Edible Fungi 食	相菇菌				Keto Products 生酮產品
Bevera	ges 飲料			Edible Seeds &	Herbs 食用種	食用種子及草本植物			Nuts & Dried Fruit 果仁及乾果
Biscuits	s & Snacks 餅乾	及零食		Frozen Food 冷凍食品				Oil & Seasoning 油及調味料	
Bakery	Bakery & Pastry Ingredients 烘焙及糕點材料			Fruits & Vegetables 水果及蔬菜					Plant-based Meat 植物肉
□ Coffee,	□ Coffee, Tea & Functional Drinks 咖啡、茶及功能性飲品			Grain Products 穀類食品				Vegan Food 純素食品	
□ Chocolate, Confectionery & Dessert 朱古力、糖果及甜品			Health Food & Supplement 健康食品及營養補充品			甫充品		Vegan Products 純素用品	
Dairy & Plant-based Milk Products 奶類及植物奶製品			Hydroponic Vegetables 水耕蔬果					Veggie Lifestyle Products & Service 素生活用品及服務	
					亦工/H/11HH/X/JK177				
C. Type of	of Space 展位教	領型							
	Death Terr	展位暂时		Raw Space 光地	3m 米 x 2m Standard Bo		くx 2m 米 er Booth	t	
	Booth Type	民世類別	(>3	6sqm 平方米)	單面開		er bootin 建面開		
Booth Facilities	Fascia Board 2	公司名板		/	1 no.塊	2	no.塊		
展位設施 Carpet 地毯			/	6sqm 平方	米 6sqn	6sqm 平方米			
	Lockable Cabir	net 鎖櫃 (1mW x 0.5mL x 0.75mH)	/		1 no.個	1	no.個		
	White Folding	Chair 摺椅	/		2 no.張	2	no.張		
	Trash 垃圾箱			/	1 no.個	1	no.個		
	23W Energy Sa	wing Long-arm Spotlight		,					

23 瓦慳電膽射燈

500W 13A/220V Single Phase Socket

500 瓦特 13 安培 /220 伏特插座

No. of Booth(s) Reserved 預訂數量

Preferred Booth No. 擬訂展位號碼	1st Choice 第一選擇	2 <sup>nd</sup> Choice 第三選擇	3 <sup>rd</sup> Choice 第三選擇
Additional Items 附加項目	Upgrade Power Socket to 24-hour 500W 13A/220V Single Phase Socket 升級至 24 小時 500 瓦特 13 安培 /220 伏特插座	/	+HK\$600/no.個 x
(Optional 選填)	Backdrop Printing & Installation (Artwork to be provided by client) 背板印刷及安裝(稿件由客戶提供)	/	+HK\$2,650 (3mW x 2.5mH x 1no.塊) x

2 no.支

1 no.個

HK\$22,500

/

1

HK\$2,000/sqm

(C) Participation Fee 參展費 + Additional Items 附加項目 = HKD\_

2 no.支

1 no.個

HK\$24,000

D.	Advertis	sement & Special Events 廣告及特別活動			
		Item 項目	Target Audience 目標對象	Price 費用	Duration 時期
	DA01	Website Home Page Banner 網頁主頁橫額 (420pxW x 315pxH)	20,000+ / month 月	HK\$4,000	4 weeks 星期
	DA02	Website Registration Page Banner 網頁報名頁橫額 (980pxW x 300pxH)	20,000+ / month 月	HK\$4,000	4 weeks 星期
	DA03	Sponsored Solo eDM 獨立電子報	50,000+	HK\$9,500	1 issue 期
	DA04	eDM Banner Insertion 電子報橫額 (600pxW x 200pxH)	50,000+	HK\$2,500	1 issue 期
	DA05	Official Facebook and Instagram Fanpage Post 官方 Facebook 及 Instagram 專頁帖文 (150 words 字 + max 4 photos 最多 4 張相片)	9,000+	HK\$1,500	1 time 次
	PA01	Visitor Guide Full Page Ad (A5) 觀眾指南全頁廣告	40,000 copies	HK\$5,500	1 time 次
	PA02	Visitor Guide Half Page Ad (A6) 觀眾指南半頁廣告	40,000 copies	HK\$3,000	1 time 次
	PA03	Complimentary Ticket Coupon 免費門票贈券	20,000 copies	HK\$4,000	1 time 次
	SE01	Speaking Session on Stage 現場講座時段 (30mins/session 每節 30 分鐘)	/	HK\$3,500	/
	SE02	Hong Kong Quality Veggie Awards Entry Fee (3 Products) 香港優質素食大獎報名費(3 個產品)	/	HK\$2,000	/
	SE03	Hong Kong Quality Veggie Awards Entry Fee (1 Product) 香港優質素食大獎報名費(1 個產品)	/	HK\$1,000	/

## (D) Advertisement & Special Events 廣告及特別活動 = HKD\_\_\_\_\_

(C) + (D) Total Amount 總費用 = HKD\_\_\_\_\_

\_\_\_\_

Ε.	Confirm Application 確認申請
	We hereby apply for joining the Vegetarian Food Asia 2023. We agree to abide by the "Terms & Conditions" (refer to P.3-8) set out by the Organizer. We understand that the Organizer has the right to use, or pass to third parties, the information provided above for promotion purposes of the Exhibition. 本公司就此申請參展亞洲素食展 2023。我們同意主辦機構設定「協議條款」(詳見第 3-8 頁) · 並明白主辦機構有權使用、或向第三方提供以上相關資料以作展覽會宣傳之用。
	50% Deposit of the total amount is required to be settled 10 working days after receiving the invoice from the Organizer; Full payment or outstanding balance must be settled, and the exhibitor signed and returned to the Organizer on or before 16 <sup>th</sup> Dec 2022. All outstanding booth rental unpaid or contract unsigned after the deadline will be subjected to a late payment surcharge of 3% on the outstanding balance. Alternatively, the Organizer may reserve the right to treat the non-settlement of booth rental or non-signing of contract after the deadline as automatic cancellation of booth reservation by the exhibitor. The deposit paid will be forfeited accordingly and not refundable or transferable to other expenses of the captioned or future fair. 上述總額百分之五十訂金須於主辦機構發出的付款通知發出日後十個工作天內繳付;總數或餘額須在 2022 年 12 月 16 日或之前付清。逾期需額外支付餘額百分之三作逾期附加費;或主辦機構有權取消參展商參展,已支付之訂金將不會退回或不能轉換作日後展覽會的其他費用。

Name of Applicant
申請人姓名
Job Title
職位
Authorized Signature &
Company Stamp
授權簽署及公司蓋章

Date 日期

#### TERMS and CONDITIONS 協議條款

1. Definition 定義

In these Terms and Conditions, save as the context otherwise require

除非本協議條款或上下文另有規定·本協議條款內所使用的下列術語和短語具有本條規定的含義: 1.1 Organizer – means 主辦機構指

- Urganizer means 土研破傳有 Baobab Tree Event Management Co Ltd 柏堡活動策劃有限公司 Room A11, 6/F, Block A, Tonic Industrial Centre, 26 Kai Cheung Road, Kowloon Bay, Hong Kong 香港九龍灣啟祥道 26 號同力工業中心 A 座 6 樓 A11 室 Tel 電話:+852 3520 3638 Email 電郵: veg@baobab-tree-vent.com
  - Website 網站:www.baobab-tree-event.com
- 1.2 Exhibitor means an applicant applying to exhibit at the Exhibition or, as the case may be, whose application to exhibit at the Exhibition has been accepted by the Organizer and approved by the Organizer in advance in writing, and shall where the context permits, include license of the Exhibitor.
- 参展商指申請在展覽會上展出其展品的申請人,或如情況適用者,指其參加展覽的申請已經主辦機構書面同意和接受,而如若文意許可者,則包括參展商的特許持有人。
   1.3 Exhibition means Vegetarian Food Asia 2023 to be held in Hong Kong Convention And Exhibition Centre during 17<sup>th</sup> to 19<sup>th</sup> Feb 2023.
- 展覽會指在 2023 年 2 月 17-19 日在香港會議展覽中心舉行之「亞洲素食展 2023」
- 1.4 Exhibition Venue means the venue as designated by Hong Kong Convention And Exhibition Centre for the Exhibition.
- 展覽場地指由香港會議展覽中心規劃予展覽會之場地。
- 1.5 Exhibitor's Manual means the manual made available by the Organizer for downloading by the Exhibitor at such designed website to be supplied by the Organizer to the Exhibitors from time to time, such manual contains information, rules and regulations relating to the Exhibition and the Exhibition Space and other incidental matters (as amended from time to time). 參展商手冊指主辦機構不時提供予參展商在指定的網址內下載之有關參展資訊的手冊,該手冊提供展覽會和展覽會地不時增加或變更的資訊、參展規定、約章及其他有關事項。
- 1.6 Application Form means the form designated by the Organizer for the Exhibitor to submit as an application for a booth space / booth spaces in the Exhibition.
- 申請表指由主辦機構指定採用供參展商使用所分配展覽展位的費用。 1.7 Participation Fee – means the fees for the use of the spaces to be allocated to the Exhibitor in the Exhibition Venue. 參展費指參展商在展覽場地使用所分配展覽展位的費用。
- 1.8 Participation Period means the period as from the dates of the Exhibitor's submitting the Application Form to the closing date of the Exhibition. 展覽期間指從參展商向主辦機構逐交申請表之日起至展覽會結束之日止的期間。
- 1.9 Publicity Materials means any promotional gifts, samples, catalogues, pamphlets and all and any advertising and publicity material whatsoever which an Exhibitor wishes to display distribute, offer or use at or for the Exhibition.
- 展覽會上展示、派發、給予或使用的所有廣告和宣傳材料。
- 1.10 Representative means the directors, officers, employees, servants, agents, contractors, subcontractors and all other representatives. 代表指有關方的董事、理事、僱員、代理人、承辦人、分包承辦人及所有其他代表。
- 1.11 Rules of Venue means the rules and regulations implemented by the Hong Kong Convention And Exhibition Centre in relation to the Exhibition or the use of the Exhibition Venue. 場地規則指由香港會議展覽中心不時制定就本展覽會而執行的展覽場地規則和規定。
- 1.12 Terms and Conditions means all the terms and conditions contained herein including those contained in the Application Form. 協議條款指本文連同申請表上之所有條款及條件。
- 2. Application 申請
  - 2.1 An Application Form duly completed and executed by the Exhibitor should be couriered or mailed or faxed to the Organizer at: 由參展商填妥及簽訂的申請表應以快遞、郵寄或傳真的方式送交主辦機構 · 聯繫方式如下: Baobab Tree Event Management Co Ltd 柏堡活動策劃有限公司 Room A11, 6/F, Block A, Tonic Industrial Centre, 26 Kai Cheung Road, Kowloon Bay, Hong Kong 香港九龍灣歐祥道 26 號同力工業中心 A 座 6 樓 A11 室
    - 皆を九龍湾献件道 26 號回力工 Tel 電話: +852 3520 3638
    - 101电码、+852 3520 3838
    - Email 電郵:veg@baobab-tree-event.com Website 網站:www.baobab-tree-event.com
    - Website 網頭口 · www.baobab-tree-event.com
  - The Exhibitor shall provide the Organizer with any reasonable information in relation to its application and such information shall be true and accurate. Only a written confirmation or an invoice for deposit issued by the Organizer may constitute an acceptance of the Exhibitor's offer contained in this application on terms and conditions expressly provided herein but not further or otherwise.
     參展商應向主辦機構就其申請提供合理的所需資料及該等資料必須真實及準確 · 由主辦機構已出具同意參展商申請的書面文件或訂金收費單即表示按照本協議條款的申請要約已被承約。
     In consideration of the Organizer agreeing to consider the application of the Exhibitor, the Exhibitor agrees that it shall not at any time during the Participation Period withdraw its application.
  - 2.3 In consideration of the Urganizer agreeing to consider the application of the Exhibitor, the Exhibitor agrees that it shall not at any time during the Participation Period withdraw its application. 鑒於主辦機構同意考慮參展商的申請,參展商同意不會在展覽期間撤回其參展申請。
- 3. Admission 批准參展申請
  - 3.1 Only those Exhibitors whose exhibit products or services are within the title and scope of the Exhibition shall be considered for admission to the Exhibition. 只有展品或服務種類屬於展覽會主題範圍之內的參展商的申請才能考慮接受參展。
  - 3.2 Until acceptance of an Exhibitor's application, no rights to exhibit will be granted notwithstanding any payment is made to the Organizer. The Organizer reserves the rights to decline any applications without giving any reasons.
    - 在主辦機構接受參展商的申請要約之前.無論主辦機構是否收取過任何款項.參展商將不具有任何參展權利。主辦機構保留不出具理由而拒絕申請的權利。
  - 3.3 The Organizer shall be entitled to revoke any admission if such admission was processed on inaccurate or false information or misunderstanding.
  - 如主辦機構是由於不準確或錯誤資訊或誤解才接受參展商的申請·主辦機構有權收回給予參展商的批准。
  - 3.4 The Organizer shall have the right to relocate, reallocate or change floor plan, size of the Exhibition Venue, the number or location of the Exhibition place or booth, individual stands, entrances, exits or aisles at any stage during the Participation Period without giving rise to any rights for any claims against the Organizer.
  - 主辦機構保留在展覽期間任何時間重新分配、轉換或調整展覽場地的平面圖、規模、展位或展覽空地地點及數量、個別展位、入口、出口或通道的權利而毋需向參展商負上任何索賠責 任。
  - 3.5 If through no fault on the part of the Organizer the space allocated is no longer available and there is no other comparable booth space available, the Exhibitor shall be entitled to a refund of the Participation Fee paid, free of interest, as agreed liquidated damages. The Exhibitor agrees that under such circumstances no claims for further damages will be submitted and that the Organizer will not be liable to any other damages.

如非主辦機構的過錯而出現所分配的展位不可使用 · 亦沒有其他類似展位可以提供的情況 · 參展商有權要求退還已繳付的參展費 ( 不含利息 ) 作為定額賠償 · 除此之外 · 參展商同意不會 提出進一步的索賠要求 · 主辦機構亦不對其他損失負責 ·

- 3.6 Without limiting the generality, in the event that any intended exhibits cannot be transported to the Exhibition Venue on time or at all (including but not limited to cause by loss, delay in transportation, or delivery forbidden by any applicable governmental authorities or detention by any applicable custom authorities), or the Exhibitor or its Representative is late or cannot participate in the Exhibition, the Exhibitor shall still be legally liable for payment under the Terms and Conditions as if no such event happened. 在不影響一般性的前提下,參展品由於某一原因(包括但不限於展品丟失、評運輸延遲或海關扣押或遭有關關防機構禁運)以致展品不能運抵或及時到達,或者參展商或其化表遲到或不能參加展覽會,參展商仍有責任按本協議條款支付參展費,猶如沒有出現上述情況一樣。
- 3.7 Should the Exhibitor fails to take over the allocated space in compliance of the Rules of Venue one day prior to the commencement of the Exhibition, such allocated space may be otherwise disposed of in such manner as the Organizer thinks fit. This shall not release the Exhibitor form its contractual obligations under the Terms and Conditions nor entitle to a demand for refund or make any other claims against the Organizer.

如果參展商或其他代理在展覽開始之前一天沒有接收分配的展位·主辦機構可以自行決定將此展位分配予其他參展商或另行處置·這不能免除參展商在此協議條款上的責任或賦予其要求 退款的權利·或賦予其向主辦機構提起任何其他索賠要求的權利。

- 4. Terms of Payment 付款方式
  - 4.1 50% Deposit of the total amount is required to be settled 10 working days after receiving the invoice from the Organizer. Once accepted, such payment representing 50% of the Participation Fee shall become non-refundable. The balance of the Participation Fee will be due on 16<sup>th</sup> Dec 2022 or such other date as may be indicated in the invoice.

百分之五十訂金須於主辦機構發出的付款通知發出日後十個工作天內繳付。一經接受·該百分之五十的參展費不可退還。參展費的餘數於 2022 年 12 月 16 日或付款通知上註明的期限內 (如有者)到期繳付。

- 4.2 Interest will be charged on any amount over due at the rate of 3% over the prime lending rate of Hong Kong dollar as quoted from time to time by HSBC Hong Kong
- 逾期支付的款項將逐日計收利息,年利率為香港上海匯豐銀行有限公司不時指定的港元貸款最優惠利率加百分之三。
- 4.3 The Organizer reserves the right to demand from the Exhibitor additional non-interest-bearing deposit or other form of guarantee for the payment of the Participation Fee or costs of actual potential damages.
- 主辦機構保留隨時要求參展商支付額外無息保證金或提供其他形式的擔保的權利,作為實際或潛在的損失費用的擔保。 4.4 Charges for services or deliverables other than the Participation Fee and any other relevant charges or expenses as mentioned in the Exhibitor's Manual shall be payable at the time and in the manner as set out in the separate invoice issued for such purposes.
- 參展費以外的服務費及其他於參展商手冊提述的費用將按該等費用的付款通知上的方式另行支付。
- 4.5 All payment and remittance should be made to Baobab Tree Event Management Co Ltd in US or HK dollars without deduction of any bank charges, currency exchange charges, government fees or taxes, and should be made in the manner as stated in the Application Form.
- 所有款項連同有關額外的銀行手續費、政府收費、稅項和匯率轉換費用・應以申請表上所述之方式支付。 4.6 The Organizer is granted a right of lien on all stand equipment and exhibits of the Exhibitor in respect of any outstanding amount payable by the Exhibitor. The Exhibitor authorizes the Organizer to
- realize or dispose of such items on lien in order to meet such outstanding payment. The Organizer cannot be held liable for damages or losses to the items on lien. 參展商未能支付全部或部分應付款項 · 主辦機構擁有參展商展位內的設備和展品的留置權。同時 · 參展商授主辦機構將留置物品變現或出售留置物品用以支付欠款。主辦機構將不為由於 變現或出售而產生的留置物品的損失或損壞承擔任何責任。
- 4.7 If invoices are sent to a third party on the Exhibitor's instruction, the Exhibitor shall still remain primarily liable to the Organize for the invoice amount until the invoice is fully settled. 主辦機構將發票開至參展商指定的第三方 · 則在發票未完全清付前 · 參展商仍為主辦機構的主要債務人 。
- 4.8 In case of default by the Exhibitor of payment of any sum due to the Organizer, the Organizer shall without prejudice to other available reliefs be entitled to elect to rescind the contract or otherwise dispose of the booth space(s) allocated as it thinks fit.

如參展商未能按協議條款規定按期付款支付任何款項‧主辦機構有權終止合約或以其他方法將有關展位另行處置。

#### 5. Withdrawal or Non-Participation 取消申請或不參展

- 5.1 Once the application made pursuant to an Application Form is accepted, the Exhibitor shall not be entitled to withdraw its participation in the Exhibition nor reduce the booth space(s) applied for in its Application Form. Any request for withdrawal or variation of the booth space(s) shall not constitute a variation nor waiver of any amount payable to the Organizer by the Exhibitor. 經中請表提出的參展申請,一經接受後,不得退出或減少所申請的展位面積,亦不得藉此改變或寬減本應付的參展費或其他費用。
- 5.2 In the vent that the Exhibitor's request for withdrawal is accepted by the Organizer who shall have no obligation to accept, following provisions shall apply. 如主辦機構同意(但沒有責任同意)參展商的退展要求,參展費將按以下方式計算:
  - 5.2.1 The deposit (50% of the Participation Fee) payable upon acceptance of this Application is non-refundable in any event but may be utilized as payment for the whole or part (as the case may be) of the withdrawal fee as more particularly provided herein below;
  - 訂金(即參展費的百分之五十)在任何情況下不可退回 · 但可用作支付下述的退展費的部分或全部(視情況而定);
  - 5.2.2 In the event that the request of withdrawal is received on or before 16<sup>th</sup> Dec 2022, the withdrawal fee shall be 50% of the Participation Fee; 如主辦機構在 2022 年 12 月 16 日或之前收到參展商的書面退展申請 · 參展商應付的退展費只為原本參展費的百分之五十;
  - 5.2.3 In the event that the request of withdrawal is received on or before 16<sup>th</sup> Jan 2023, the withdrawal fee shall be 75% of the Participation Fee; 如主辦機構在 2023 年 01 月 16 日或之前收到參展商的書面退展申請 · 參展商應付的退展費只為原本參展費的百分之七十五;
  - 5.2.4 In the event that the request of withdrawal is received on or before 31<sup>st</sup> Jan 2023, the withdrawal fee shall be 100% of the Participation Fee; 如主辦機構在 2023 年 01 月 31 日或之前收到參展商的書面退展申請 · 參展商應付百分之百的參展費為退展費 ·

#### 6. Termination of Right to Exhibit 參展資格的取消

The Organizer shall have the right to terminate without notice an Exhibitor's right to exhibit in the Exhibition if in the reasonable opinion of the Organizer that any one or more of the following events shall occur:

如主辦機構合理地認為存在下列情況,主辦機構有權在不事先通知的前提下取消參展商的資格:

- 6.1 The Exhibitor or any of its Representative commits a breach of any Terms and Condition, Rules of Venue or any rules and regulations in the Exhibitor's Manual; or
- 參展商或其代表違反了本協議條款、場地規則或參展商手冊的任何一項規定;或
- 6.2 The 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 credits or takes or suffers any similar action in consequence of debt; or appendix the second debt; or appendix
  - 參展商作為法人、個人或如屬合夥人,則某一合夥人被強制和/或自願與其債權人進入清算程序、破產程序、債務安排或重組,或其全部或部分資產由清算委員會接管,或因其債務問題 導致類似情況;或
- 6.3 The Exhibitor conducts any activity which, in the opinion of the Organizer, does not confirm to the nature and purpose of the Exhibition, or interfere with the rights if other Exhibitors at the Exhibition; or
  - 參展商進行的活動依據主辦機構的標準與展覽會的性質或目的不符 · 或干擾了展覽會上其他參展商的權利;或
- 6.4 Any exhibits, demonstration, publicity materials shall be considered hazardous or may contain misrepresentation or be reasonably suspected to violate the Vegetarian concept or to infringe any intellectual rights of any third party; or

參展商的展品、活動或宣傳資料被視為危險、或含有失實陳述或合理地被懷疑與**素食概念**相違或侵犯任何第三者的知識產權;或

參展商在展覽會第一天上午十一時之前不進入展覽場地或接受所分配的展位參展·則視為其已取消所預訂的展位·主辦機構有權以其認為合適的方式使用該展位·此種情況被視為參展商 在當日要求放棄參展·參展費概不退還而上文第五條條款將適用於此等情況;或

- 6.6 In the reasonable opinion of the Organizer, the participation of the Exhibitor in the Exhibition shall be terminated. 主辦機構憑藉其合理推定和判斷 · 認為應該取消參展商的參展資格。
- 7. Exhibits and Exhibitor's Representatives 展品及參展商代表
  - 7.1 All Exhibitor's Representatives proposed to be present in the Exhibition Venue during the Exhibition (including all the Exhibitor's personnel, presenters, models, security personnel or other agents) must wear the Exhibition badge as agreed and provided by the Organizer.
  - 所有將進入展覽場地的參展商代表(包括參展商的員工、介紹/示範員、模特兒、保安人員或其他代表)應佩載或張貼主辦機構同意提供的參展標認名牌。
  - 7.2 Should the Organizer find any unauthorized or inappropriate use of badges by any person, the Organizer shall have the right take any further legal actions against the Exhibitor for the unauthorized use or inappropriate use of the badge.

若主辦機構發現任何人士未經授權或不當使用工作證,主辦機構有權就未經授權或不當使用工作證之事宜對有關參展商作出進一步之法律行動。

- 7.3 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 Organizer or any of the Exhibitions at the Exhibition acquired by way of the Exhibitor's license to exhibit at the Exhibition.
  - 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。
- 7.4 Any display of inflammable or pungent exhibits or exhibits whose display or demonstration entails noise, smell or strong light requires the prior written consent and approval of the Organizer. 任何易燃、帶有刺激性氧味或展示時產生噪音、氧味或強光的展品須經主辦機構的書面同意和批准才能展出。
- 7.5 Exhibitor shall move in to the Exhibition Venue according to the arrangements and within the time limits specified by the Organizer.
- 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。
   7.6 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.
   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。
- 7.7 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 Organizer.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展位或展品。
- 7.8 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 Organizer. 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 Organizer at the expense of the Exhibitor concerned. All proceeds (if any) of such disposal shall be retained by the Organizer and the Organizer shall not be obliged to

account the proceeds to the relevant Exhibitor.

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、展位物料/宣傳品及展位物料等等的擺設。任何遺留在展覽場地的參展商展品或展位物料/ 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。

#### 8. Stand Construction 蓋建展位

- 8.1 Stands and exhibits shall not exceed the maximum floor loading limit of Hall 3FG Hong Kong Convention & Exhibition Centre: 1,700 kg/m<sup>2</sup> 展位及展品重量不得超過香港會議展覽中心展覽廳 3FG 地面負荷限制:每平方米 1,700 千克
- 8.2 The Organizer 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 Organizer's required standard, rules and regulations. The Exhibitor shall have no claim against the Organizer or its agents for any extra cost of replacing its Stand to conform to the Organizer's required standard, rules and regulations or for any other losses or damages relating thereto. 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展位、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展位所涉的額

主辦機構保留權利改建或清拆仕何不符合已提交的團則、主辦機構所定標準或展覽會規則的展位, 研須給予通知, 有關費用一概由參展商負擔。參展商按主辦機構規定重建展位所涉的額 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。

8.3 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 Organizer for review as provided in these Conditions.

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位,唯展位設計必須按本細則規定呈交主辦機構審閱。

8.4 Work of any kind carried out at the Exhibition Venue must conform to the current local laws and regulations in force in Hong Kong, including but not limited to the compliance with the compulsory requirement to take out and maintain a policy of employees' compensation insurance pursuant to Section 40 of the Employees' Compensation Ordinance, Cap.282, and those specified by the Organizer. This applies to the Exhibitor, its agents, contractors and subcontractors. The Organizer 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 Organizer or its agents for any losses or damages relating thereto. 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,包括但不限於遵從根據香港法例第 282 章僱員補償條例第 40 條購買及持有僱員補償保險單的強制要求,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素

- 價。
- 8.5 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.

不得在展覽場地的天花結構懸垂展位構件或照明裝置。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。

8.6 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 Organizer.

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位構件的固定裝置。 8.7 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 Organizer may reasonably determine.

展位服務費並不包括清除及處理木箱、展位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。

#### 8.8 Shell Booths 標準展位

- 8.8.1 Shell Booths are provided by the Organizer'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 Organizer.
  - 標準展位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位(包括但不限於公司名牌、字樣及構件)。
- 8.8.2 No decoration, booth fitting or exhibit shall exceed 2.5m in height or the height of the Shell Booth, whichever is lower.
  - 任何裝飾、展位構件或展品的高度不得超過 2.5 米或標準展位的高度·以較低者為准。

#### 8.9 Custom-built Participation 特装参展

8.9.1 Custom-Built Participation contractors' information, construction drawings, site work deposit and a copy of valid public liability insurance should reach the Organizer for review at least eight weeks before the commencement of the Exhibition. Otherwise, a late charge of HK\$5,000 (US\$640) 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.

特裝參展之參展商委託之承建商資料、設計圖則、施工按金及有效的公眾責任保險保單副本須於展覽會開始前最少8星期交到主辦機構審閱及存檔。否則主辦機構會向參展商或 其委託之承建商收取港幣5,000元(美金640元)的逾期行政費。圖則比例必須合理。不得少於1:100.須註明詳盡尺寸的平面圖及正視圖、電力裝置、地毯、用色與用料、流動 展品、視聽器材、展品重量及點荷載等。

- 8.9.2 No contractor's badge or e-vehicle passes will be issued for entry of Exhibition Venue and no custom-built stand is permitted to be erected at the Exhibition Venue unless the contractors' information, construction drawings, site work deposit (including late charge, if applicable) and a copy of valid insurance policy have been received by the Organizer. 假若參展商所委託之承建商之資料、設計圖則、施工按金(包括逾期行政費・如適用)及有效的保險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 承建商證及電子車輛通行證・亦不得在展覽場地蓋建特裝展位。
- 8.9.3 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.
- 所有特裝參展展位的設計、展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
- 8.9.4 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 Organizer.
  - 特裝參展展位的運輸、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。
- 8.9.5 Please note maximum booth height varies between halls and ancillary areas and the Exhibitor is advised to confirm this with the Organizer before commencing any Stand design work. General guide summarized as 2.5m-4.5m.

#### 特裝參展展位之高度限制因位置而異.一般為 2.5-4.5 米.建議參展商在進行展位設計之前先與主辦機構進行確認。

#### 8.10 Restriction on Custom-built Stand Height 特裝參展展位高度限制

- 8.10.1 Starting 1 May 2021, no single-deck custom-built stands shall exceed the maximum stand height restriction of 4.5m. 自 2021 年 5 月 1 日起·所有單層特裝參展展位設計高度均不得超過 4.5 米。
- 8.10.2 For Stands situated within ±0.5m of the smoke curtain at the Hong Kong Convention and Exhibition Centre, please note the maximum allowable Stand height is 2.5m or 3m depending on the exact location. Again the Exhibitor is advised to confirm this with the Organizer prior to commencing any Stand design work.
- 位於香港會議展覽中心防煙閘下 ±0.5 米的範圍內 · 展位高度不得超過為 2.5 米 或 3 米 · 需視乎地點而定 。再次建議參展商在進行展位設計之前先與主辦機構進行確認。 8.10.3 A structural safety certificate must be submitted upon completion of work for all custom-built stands exceeding 2.5m in height, using a hanging lighting truss, and/or as otherwise deemed required by the Organizer and/or the Exhibition Venue's Operator. The structural safety certificate shall be endorsed by an AP/RSE and should be submitted to the Organizer by 1500 hrs on the last move-in date before the Exhibition, at the latest. If this rule is not observed, the Organizer 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 591) is applicable. 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展位 · 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展位及 / 或對其展位作出 改動或拆除其展位 · 基於《建築地盤(安全)規例》(第 591 章)的要求 · 參展商應對其展位的安全負全責。
- 8.10.4 For Stands and temporary structures at 4.5m 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 Organizer at least 7 weeks before the commencement of the exhibition for forwarding to relevant parties. 风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 米或以上的展位及臨時搭建物、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資料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。
- 8.10.5 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 Organizer). Otherwise, over-time hall rental charges will be imposed until all such items have been cleared. 所有拆卸展位的工程须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),並須妥善清理所有展位廢料。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展位廢料為止。 8.10.6 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. 如海外參展商或其委託之海外承建商欲自行裝嵌、拆卸特裝參展展位,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。
- 8.10.7 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.

有關展覽場地特裝展位之細節.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

#### 8.11 Electricity 電力裝置

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

展覽場地內只准使用電力作為光源或電源。

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

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。

- 8.11.3 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 Organizer. The maximum electric power that will be supplied is 20 KW per 15 square meter of floor area.
  - 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。
- 8.11.4 Electricity, whether from the mains, batteries or generators shall be supplied only through the Exhibition Venue's official contractor.

- 9. Use of Site & Safety 場地的使用及安全事宜
  - 9.1 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 Organizer's prior written approval.
  - 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。
  - 9.2 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.
  - 任何參展商只可在其展位派發其宣傳品‧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。展品及看板不得放在其展位以外。
  - 9.3 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. 參展商只可展示與展覽會展位確認信所述的產品類別展區相符的展品及宣傳品。
  - 9.4 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 Organizer) that the representative shall comply with these Conditions and with any and all directions which the Organizer or its agents may give before or during the Exhibitor.

展覽會期間,參展商必須有一名合資格及認可代表在展位當值,該名代表必須對參展商的產品及/或服務瞭若指掌,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。

- 9.5 Organizer 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. 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展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
- 王辦機構有唯一及絕對酌情權撤除或要求參展商立即撤除仕何在具展位或分配給參展商用於特裝參展的區域獲放或展示的產品、宣傳品或其他物件,毋須給予任何埋田,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。
- 9.6 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 Organizer and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any third party's claim of infringements by the Exhibitor and/or the Organizer and/or the latter's agents, representatives, contractors or employees of such third party's rights.

參展商保證展品及產品包裝,以及宣傳品或展位的任何展示部分,在各方面均沒有違反或侵犯任何第三者的權利,包括所有智慧財產權,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。

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

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。

9.8 Stand assembling, installation and decoration must be carried out within the time limits specified by the Organizer and must in any case be completed by 1800hrs on the day immediately preceding the commencement date of the Exhibition. The Organizer 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. 展位裝嵌、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

展位裝嵌、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 展位進行裝嵌、構建及佈置,費用一概由參展商承擔。

- 9.9 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 Organizer. 參展商對展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。
- 9.10 All audio-visual equipment must generate a noise level which does not cause any annoyance or inconvenience to other Exhibitors or visitors. The Organizer 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.
- 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。
- 9.11 Any public auctions, illegal gambling or unauthorized Trade Promotion Competitions shall not be permitted or conducted at the Exhibition Venue under any circumstances.
- 無論任何情況·一律不得在展覽場地進行或舉辦任何公開拍賣、非法賭博或未經批准的推廣生意的競賽。
- 10. Exclusion of Liability 免責條款
  - 10.1 Contract and invoice without the stamp and signature by the Organizer shall not be binding on the Organizer. The company involved will not have the right to exhibit and the Organizer shall not be responsible for any loss incurred with reference to any non-binding contract or document.

任何未經主辦機構蓋章和簽署之合約及發票‧及非主辦機構提供之指定銀行帳號‧主辦機構概不承認。

10.2 Other than death or personal injury caused by the negligence of the Organizers or its employees, none of the Organizers, 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 Organizer shall not be regarded as the negligence of the Organizer or its employees. Any approval granted by the Organizer pursuant to the Conditions shall not constitute any form of endorsement of the subject matter of the approval by the Organizer, and shall not in any way transfer any liability or responsibility to the Organizer or not in any way relieve or diminish the Exhibitor of its indemnity and responsibilities.

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目標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。

10.3 The Organizer 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.

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。

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。

- 10.4 The Exhibitor undertakes to fully indemnify and at all times hereafter to keep indemnified in full the Organizer, 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.

   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定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。
   10.5 If any of the Exhibitor, its agents, representatives, contractors or employees or any third parties ("Exhibitor's Parties") has (whether with or without the Organizer's prior written approval), made any modification or alteration to or on any part of the Stand, that has been provided by the Organizer (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 Organizer, the Exhibitor shall fully indemnify the Organizer, 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.

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)·對主辦機構提供的展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。

- 10.6 The Organizer 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 Organizer upon request. The Exhibitor shall fully indemnify the Organizer in the event that any person has sustained personal injury and/or property damage as a result of unauthorized alternation/modification on the booths undertaken by the Exhibitor's agents, representatives, contractors, employees, or other third parties. 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、展品及展位因失竊、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、參展商化理人、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。
- 10.7 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 Organizer, 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 Organizer or any other third parties. 特裝參展之參展商要為其展位的安全負全責,並就其展位之安全性、適合性或其某種特定用途等原因或關係所引起的及因其展位對展覽場地、其他參展商、參觀者、主辦機構或任何第三
  - 特裝參展之參展商要為具展位的安全負全責,並就具展位之安全性、適合性或其某種特定用途等原因或關係所引起的及因其展位對展覽場地、其他參展商、參觀者、主辦機構或仕何第二 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。
- 10.8 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 Organizer 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 Organizer 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.

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。

10.9 The Organizer reserve 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 Organizer (including but not limited to claims for damages) in connection with the Exhibition.

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。

#### 11. Waiver 棄權

11.1 Any waiver or acquiescence by the Organizer of any of these Terms and Conditions shall not prevent the subsequent enforcement of these Terms and Conditions and shall not be deemed to act as a waiver or acquiescence in respect of any subsequent breach.

主辦機構如有寬免或默許本協議條款中任何條款·均不能影響日後執行該等條款·也不構成寬免或默許日後違反協議條款的違約行為。

12. Cancellation, Postponement and Other Changes of Exhibition 展覽會取消、延遲向其他更改

12.1 The Organizer reserves the right, in the case of Force Majeure, directives, laws or regulations imposed by any governmental or quasi-governmental authority, to cancel, postpone, alter in character, reduce in scale, shorten or extend the duration of the Exhibition at any time without incurring any liability whatsoever to the Exhibitor. In such circumstances, the Exhibitor shall not be entitled to rescind from the contract or to claim against the Organizer or their agents or Representatives, whether for loss or damages, or return of all or part of any money paid by Exhibitor. Exhibitor at any time without incurring any liability whatsoever to the Exhibitor and the Exhibitor shall not be entitled to rescind from the contract or to claim against the Organizer or their agents or Representatives, whether for loss or damages, or return of all or part of any money paid by Exhibitor. Exhibit agent agent agent again again agent agen

12.2 The Organizer shall not be liable for any direct or indirect losses sustained or disadvantages suffered by the Exhibitor as a result of postponement, curtailment, extension, cancellation or other changes to the event caused by the Force Majeure.

主辦機構不須承擔參展商因展覽會在上述原因引致被推遲、縮減、取消或作其他更改所產生的任何直接或間接損失的責任。

13. Force Majeure 不可抗力

13.1 Force Majeure shall mean all events which are beyond the control of the Organizer, and which are unforeseen, unavoidable or insurmountable, and which prevent performance by the Organizer. Such events shall include earthquakes, typhoons, strikes, flood, fire, war, outbreak of disease, social unrest, act of government or any other events which cannot be foreseen, prevented or controlled, including events which are accepted as Force Majeure in general commercial practice.
不可抗力應指主辦機構無法控制、不可預見、不能避免或不能克服、且阻止主辦機構履行合約的所有事件.此類事件包括地震、颱風、水災、火災、戰爭、疫情、社會動議、政府行為或

不可抗力應指主辦機構無法控制、不可預見、不能避免或不能克服、且阻止主辦機構履行合約的所有事件,此類事件包括地震、颱風、水災、火災、戰爭、投情、社會動議、政府行為或 其他任何不可預見、不能避免、或無法控制的事件,包括在通行商業價例中認可的不可抗力事件。

- 14. General Provisions
  - 14.1 The Exhibitor agrees to be bound by these Terms and Conditions. Any other agreements, individual permits or arrangements shall require written confirmation by the Organizer. 參展商同意遵守此協議條款,其他任何協議。許可或安排應當獲得主辦機構的書面確認方可作有效。
  - 14.2 The English version of these Terms and Conditions shall prevail the version in any other language in case of any inconsistence or discrepancies. Should any of the above items be or become invalid, this shall not affect the validity of the remaining terms.

本協議條款的不同語文版本若出現不一致的意思或內容有所出入時,以英文版本為準。如果上述某項條款無效或失效,將不影響本協議條款其他條款的效力。

14.3 These Terms and Conditions together with the Exhibitor's Manual and the Application Form and all other written contracts and written agreements entered into between the Organizer and the Exhibitor in relation to the Exhibition shall form an integral contract ("the Contract") to the exclusion of any other representation or oral agreement. In the event of any conflict between these Terms and Conditions and the Application Form and all other contracts and agreements, these Terms and Conditions shall prevail.
本協議條款及申請表及參展商手冊及所有其他由參展商與主辦機構簽訂的合約和協議將構成完整的合約.而任何其他陳述或口頭協議則不構成合約的一部分。如本協議條款與申請表或其他合約和協議有不一致之處.應以本協議條款為準。

- 14.4 Any claims of the Exhibitor as against the Organizer shall be barred after the earlier of 6 months of the closing date of Exhibition or 9 months of the date of the Application Form. 参展商在展覽會結束後的六個月之後或申請表上達明的日期的九個月後(以較早的日期為準)對主辦機構提出任何的索賠均會超逾訴訟時效而不得受理。主辦機構在本合約中對參展商的 賠償責任上限定為在主辦機構從參展商收到的費用總額。
- 14.5 The Exhibitor shall bear all costs and expenses (including legal costs on a full indemnity basis) incurred by the Organizer in the recovery of any monies payable to it by the Exhibitor or in the enforcement of any Terms and Conditions. The Organizer is entitled to set off any indebtedness of the Exhibitor to the Organizer against any indebtedness of the Organizer to the Exhibitor. 參展商將 承擔主辦機構為追回該參展商應付款或為實施本協議條款而發出的與參展商有關的一切費用和成本(包括支付全部法律費用)。主辦機構有權以對該參展商的應付款抵銷對該參展商的應 收款。
- 14.6 Time shall be of the essence of the Contract in relation to all the provisions of these Terms and Conditions as shall relate to the payment of any monies from the Exhibitor to the Organizer. 以上協議條款中有關參展商各主辦機構支付款項相關的條款而言,時間的約定均為合約的要素。
- 14.7 All notices, demands or other communications required or permitted to be given or made under these Terms and Conditions shall be in writing and delivered personally or sent by prepaid registered post or by facsimile addressed to the intended recipient thereof as its address specified in these Terms and Conditions or in the Application Form (as the case may be), or such other address notified by

such party. Any such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by facsimile) immediately or (if given or made by letter) two days after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted 本協議條款下 · 應出具或發送的所有通知、告知、或其他必要的或許可的通信應以書面形式作出 · 並親自遞送、或以預付郵資掛號信或傳真的方式送達收件人的地址 · 地址請參見本協議 條款或申請表 (視情況而定)。此等通知、告知或通信應視為立即收到 (如親自遞交或以傳真方式發送) · 顯示有正確地址、郵票和郵戳的信封可以作為充足的有效送達。

- 14.8 Nothing in these Terms and Conditions shall create a relationship of landlord and tenant nor that of a partnership nor that of principal and agent between the Organizer and the Exhibitor.
- 本協議條款並不構成主辦機構與參展商之間存在租客與業主關係、合夥關係或委託代理關係。

### 15. Governing Law 適用法律

15.1 These Terms and Conditions shall be governed by and constructed 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.

本協議條款的適用法律為中華人民共和國香港特別行政區的法律、參展商同意香港法庭具有非專屬性質的司法管轄權。