

FIBA 3x3 世界巡迴賽—香港大師賽 2023 x 香港文化體育嘉年華
FIBA 3x3 World Tour—Hong Kong Masters 2023 x Hong Kong Cultural & Sports Carnival
展位申請表格 Exhibition Application Form

請以中英文填寫此表格。貴公司所提供的資料將作為主辦機構或第三方的日後通訊、大會場刊及網站等宣傳之用，一經提交不得作出任何更改。

Please fill in the form in both Chinese and English and make sure the information provided in this form is correct, as it will be used for the organize and the third-party correspondences, Official Directory and Website promotion. And all information provided cannot be amended.

Company Information 公司資料

Information provided must be the same as in the business registration license.
以商業登記證內的資料為準。

此欄由大會填寫 For Official use only

Booth No. 攤位編號 _____

Contact Person 聯絡人 _____

Contact Person No. 聯絡人電話 _____

Ref. No 申請編號 _____

Referrer 推薦人 / 公司 _____

Contact No. or Booth No. 推薦人 / 公司 電話或攤位編號 _____

Remarks 附註 _____

Company English Name : _____

公司中文名稱 : _____

Address 地址 : _____

Correspondences Address 通訊地址 (If different from the above address 如與上述地址不同，請填寫此欄) : _____

Website 網址 (If any 如有) : _____

Contact Person 聯絡人 : ☐ Mr. 先生 ☐ Ms. 女士 _____

Job Title 職位 : _____ Email Address 電郵 : _____

Office Tel 公司電話 : _____ Mobile 手機電話 : _____

Past Exhibitions Experience 過去曾參與我們的展覽會 (如有) : _____

Nature of Business 業務性質 (Please indicate by a ✓ 請以 ✓ 號註明)

- ☐ Manufacturer 製造商 ☐ Exporter 出口商 ☐ Wholesaler 批發商 ☐ Retailer 零售商
☐ Agency 代理商 ☐ Service 服務業 ☐ Distributor 經銷商
☐ 其他 (請註明) Others (Please Specify) _____

Type of Space 展位類型

Section/ Option 展區/ 類別	<input type="checkbox"/> Hong Kong Dai Pai Dong Zone 香港大排檔區	<input type="checkbox"/> Happy Bar Zone 開心暢飲區	<input type="checkbox"/> Sport Zone 城市運動體驗區
Booth Area 展位面積	3 m 米 (長) x 3 m 米 (闊)		
Reserved Booth No. 預訂展位號碼			
Booth Rental Includes 展位費用包括	1x fascia board, 1x information counters, 2x chairs, 1x waste basket, 2x 23W Longarm Spotlight 公司名牌、諮詢枱 1 張、23 瓦特長臂射燈 2 支、摺椅 2 張、垃圾箱 1 個		
Rental Fee 展位費用 (HK\$)			
(Less) MCAHK Funding (扣減) 香港工商協進聯盟發展基金 (HK\$)			
Grand Total 總計 (HK\$)			



Hong Kong Sport & Cultural Carnival 2023 香港文化體育嘉年華 2023

(IM International Music Festival 2023 Sponsorship IM 國際電音節 2023 贊助商)

To enhance the publicity of the exhibitors and ambience of the Hong Kong Sport & Cultural Carnival 2023, IM International Music Festival 2023 will be launched during the exhibition period. Exhibitors can also promote their companies and products through sponsorship, and advertising events. Please indicate any interested item(s) by a ✓ :

✓ :

為加強參展商宣傳效果及增添會場熱鬧氣氛,在展覽期間將舉辦音樂節目。參展商亦可透過贊助節目及刊登廣告,以加強公司的宣傳及產品推廣效益。

請在有興趣參加項目的空格內加上 ✓ 號:

Sponsorship Type 贊助類型

<input type="checkbox"/> Title Sponsor 冠名贊助	<input type="checkbox"/> Diamond Sponsor 鑽石贊助	<input type="checkbox"/> Gold Sponsor 金贊助	<input type="checkbox"/> Product Sponsor 產品贊助
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Confirmation 確認申請

We _____ hereby apply for participating FIBA 3x3 World Tour - Hong Kong Masters x Hong Kong Sport & Cultural Carnival 2023. And we agree to abide by the "Terms & Conditions" (Refer to P.3 to P.10). In case of violation of the terms and conditions or non-compliance with the event arrangements, the event reserves the right to cancel the exhibitor's qualification immediately and the paid fees will not be refunded.

本公司 _____ 確認申請參展「FIBA 3x3 世界巡迴賽 X 香港文化體育嘉年華 2023」,並

同意已細閱主辦機構訂立的條款及細則(詳見第3頁至第10頁)。如有違反條款細則或不遵守大會安排,大會有權即時取消參展商資格,已繳付的費用將不會退回。

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

:

Application and Payment Terms 參展及付款方法 :

- A. Application Form duly completed and executed by the Exhibitor should be couriered with the business registration license copy or mailed or email to the Organizer at:

參展商填妥及簽訂的申請表應連同商業登記證明副本以快遞、郵寄或電郵的方式送交主辦機構。

聯繫方式如下 :

EOA Company Limited 企業家發展聯盟有限公司

Room A, 9/F, Metex House, 24-32 Fui Yiu Kok Street, Tsuen Wan, New Territories, Hong Kong

香港荃灣灰窰角街 24-32 號美德大廈 9 樓 A 室

Email 電郵 : enquiry@mcahk.com

- B. Terms of Payment 付款方式

- 1.1 The total amount is required to be settled 7 days after receiving the invoice from the Organizer. Once accepted, the Participation Fee shall become non-refundable.

參展商需在主辦機構發出的付款通知發出日後七天內繳付。一經接受,參展費不可退還。

- 1.2 Outstanding payment will surcharge of 20% could be imposed for late payment base on the outstanding amount from the payment due date.

逾期繳款將會收取總額的百分之二十作為逾期繳款附加費。



Terms & Conditions 條款及細則

1 Definition 一般定義

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
M1 Group Limited
- 1.2 Co-Organizer – means 協辦機構指
EOA Company Limited 企業家機遇聯盟有限公司
Room A, 9/F, Metex House, 24-32 Fui Yiu Kok Street, Tsuen Wan, New Territories, Hong Kong
香港荃灣灰窰角街 24-32 號美德大廈 9 樓 A 室
Tel 電話：+852 3686 0071
Email 電郵：enquiry@mcahk.com
- 1.3 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/ Co- Organizer and approved by the Organizer/ Co- Organizer in advance in writing, and shall where the context permits, include license of the Exhibitor.
參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及協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。
- 1.4 Exhibition – means FIBA 3x3 World Tour—Hong Kong Masters 2023 x Hong Kong Cultural & Sports Carnival to be held in Victoria Park, Causeway Bay, Hong Kong during 21 November to 26 November 2023.
展覽會指在 2023 年 11 月 21 日 至 11 月 26 日在香港銅鑼灣維多利亞公園舉行 FIBA 3x3 世界巡迴賽—香港大師賽 2023 x 香港文化體育嘉年華。
- 1.5 Exhibition Venue – means the venue as designated by Victoria Park which under Leisure and Cultural Service Department for the Exhibition.
展覽場地指由康樂及文化事務署轄下之維多利亞公園規劃予展覽會之場地。
- 1.6 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場地不時增加或變更的資訊、參展規定、約章及其他有關事項。
- 1.7 Rental Fee – means the fees for the use of the spaces to be allocated to the Exhibitor in the Exhibition Venue.
展位費用指參展商在展覽場地使用所分配展覽展位的費用。
- 1.8 Sale commission – means in the exhibition period organizer will have exhibitors' 15 to 20% of the total sale.
銷售佣金指展覽期間主辦機構/協辦機構將向參展商收取銷售總額的 15 至 20 個百分比。
- 1.9 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。
- 1.10 Rules of Venue – means the rules and regulations implemented by Victoria Park which under Leisure and Cultural Service Department in relation to the Exhibition or the use of the Exhibition Venue.
場地規則指由康樂及文化事務署轄下之維多利亞公園不時制定就本展覽會而執行的展覽場地規則和規定。
- 1.11 Terms and Conditions – means all the terms and conditions contained herein including those contained in the Application Form.
條款及細則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 email to the Co-Organizer at:
由參展商填妥及簽訂的申請表應以快遞、郵寄或電郵的方式送交協辦機構，聯繫方式如下：
EOA Company Limited 企業家機遇聯盟有限公司
Room A, 9/F, Metex House, 24-32 Fui Yiu Kok Street, Tsuen Wan, New Territories, Hong Kong
香港荃灣灰窰角街 24-32 號美德大廈 9 樓 A 室
Tel 電話：+852 3686 0071
Email 電郵：enquiry@mcahk.com



- 2.2 The Exhibitor shall provide the Organizer /Co-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/協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/協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。

- 2.3 In consideration of the Organizer/ Co-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.

鑒於主辦機構/協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，有關參展費用都需要繳付。

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 and Co-Organizer. The Organizer /Co-Organizer reserves the rights to decline any applications without giving any reasons.

在主辦機構/協辦機構接受參展商的申請要約之前，無論主辦機構/協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/協辦機構保留不出具理由而拒絕申請的權利。

- 3.3 The Organizer and Co-Organizer shall be entitled to revoke any admission if such admission was processed on inaccurate or false information or misunderstanding.

主辦機構/協辦機構是由於誤解、不準確或錯誤資訊才接受參展商的申請，主辦機構/協辦機構有權收回給予參展商的批准。

- 3.4 The Organizer and Co-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/協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 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 and Co-Organizer think fit. This shall not release the Exhibitor from its contractual obligations under the Terms and Conditions nor entitle to a demand for refund or make any other claims against the Organizer and Co-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/協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及協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 The total amount is required to be settled 7 days after receiving the invoice from the Co-Organizer. Once accepted, the Participation Fee shall become non-refundable.

參展商需在協辦機構發出的付款通知發出日後七天內繳付。一經接受，參展費不可退還。

- 4.2 Outstanding payment will surcharge of 20% could be imposed for late payment base on the outstanding amount from the payment due date.

逾期繳款將會收取總額的百分之二十作為逾期繳款附加費。

- 4.3 The Co-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/協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之權利，作為實際或潛在的損失費用之擔保。

- 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 payments with relevant additional bank charges, government charges, taxes and exchange rate charges, shall be made in the manner as set out.

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 and Co-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/協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/協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/協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 Organizer/ Co-Organizer for the invoice amount until the invoice is fully settled.

主辦機構/協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/協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 and Co-Organizer, the Organizer and Co-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/協辦機構有權終止合約或以其他方法將有關展位另行處置。

- 4.9 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.

經申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 Termination of Right to Exhibit 參展資格的取消

The Organizer and Co-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 and Co-Organizer that any one or more of the following events shall occur:

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

- 5.1 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

- 5.2 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

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

- 5.3 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 of 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

- 5.4 Any exhibits, demonstration, publicity materials shall be considered hazardous or may contain misrepresentation or 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、或含有失實陳述或侵犯任何第三者的知識產權；或

- 5.5 The booth space(s) is/are not occupied by the Exhibitor on the first Exhibition Day of the Exhibition, in such a case, the Exhibitor shall be deemed to have cancelled the booth space(s) contracted for and the Organizer shall have the right to use such space(s) as it deems appropriate. The Participation Fee paid will be forfeited and Clause 5 shall be applicable as if the Exhibitor had requested for withdrawal from participation as of such date, or

參展商在展覽會第一天的進場時間內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

- 5.6 In the reasonable opinion of the Organizer/ Co-Organizer, the participation of the Exhibitor in the Exhibition shall be terminated.

主辦機構/協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。

6 Exhibits and Exhibitor's Representatives 展品及參展商代表

- 6.1 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）應佩戴或張貼主辦機構同意提供的參展標認名牌。

- 6.2 Should Organizer and Co-Organizer find any unauthorized or inappropriate use of badges by any person, the Organizer and Co-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/協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/協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。

- 6.3 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 and Co-Organizer or any of the Exhibitors 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/協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。

- 6.4 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、帶有刺激性氣味或展示時產生噪音、氣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。

- 6.5 Exhibitor shall move in to the Exhibition Venue according to the arrangements and within the time limits specified by the Organizer and Co-Organizer. Exhibitor shall move in to the Exhibition Venue according to the arrangements and within the time limits specified by the Organizer and Co-Organizer.

參展商必須按照主辦機構及協辦機構的安排及於指定時間內遷進展覽場地。

- 6.6 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。

- 6.7 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 and Co-Organizer.

未經主辦機構/協辦機構特別批准，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。

- 6.8 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 and Co-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 and Co-Organizer at the expense of the Exhibitor concerned. All proceeds (if any) of such disposal shall be retained by the Organizer and Co-Organizer, and 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/協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/協辦機構將予以清理，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/協辦機構所有，主辦機構/協辦機構毋須向有關參展商呈報收益。

7 Use of Site & Safety 場地的使用及安全事宜

- 7.1 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 and Co-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/協辦機構書面許可。

- 7.2 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。

- 7.3 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。



- 7.4 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 and Co-Organizer) that the representative shall comply with these Conditions and with any and all directions which the Organizer and Co-Organizer or its agents may give before or during the Exhibition.

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/協辦機構合理要求）該名代表遵守本細則以及主辦機構/協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。

- 7.5 Organizer/ Co-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/協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，有關費用一概由參展商承擔。主辦機構/協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。

- 7.6 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 Co-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 Co-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及協辦機構以及其代理、代表、承包商和僱員因第三者指控參展商及／或主辦機構/協辦機構及／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。

- 7.7 If a complainant/an Exhibitor ("complainant") files a complaint with the Organizer and Co-Organizer in accordance with the Exhibitors' Brief and requests the Organizer to take action against an Exhibitor, the complainant agrees to hold the Organizer Organizer and Co-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 and Co-Organizer r, 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/協辦機構提出投訴，並要求主辦機構/協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/協辦機構以及其代理、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/協辦機構及協辦機構以及其代理、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。

- 7.8 Stand assembling, installation and decoration must be carried out within the time limits specified by the Organizer and Co-Organizer and must in any case be completed by 8PM 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 8 時前完成。主辦機構/協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。

- 7.9 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/ Co-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/協辦機構書面同意方可進行。



- 7.10 All audio-visual equipment must generate a noise level which does not cause any annoyance or inconvenience to other Exhibitors or visitors. The Organizer/ Co-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/協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。

- 7.11 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。

8 Exclusion of Liability 免責條款

- 8.1 Contract and invoice without the stamp and signature by the Organizer/ Co-Organizer shall not be binding on the Organizer/ Co-Organizer. The company involved will not have the right to exhibit and the Organizer and Co-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/協辦機構蓋章和簽署之合約及發票，及非主辦機構/協辦機構提供之指定銀行帳號，主辦機構/協辦機構概不承認。

- 8.2 Other than death or personal injury caused by the negligence of the Organizers and Co-Organizer or its employees, none of the Organizers and Co-Organizer, 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 and Co-Organizer or its employees. Any approval granted by the Organizer and Co-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 and Co-Organizer or not in any way relieve or diminish the Exhibitor of its indemnity and responsibilities.

除因主辦機構/協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/協辦機構及其代理、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/協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。

- 8.3 The Organizer and Co-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/協辦機構概不負責。

- 8.4 The Exhibitor undertakes to fully indemnify and at all times hereafter to keep indemnified in full the Organizer and Co-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/協辦機構、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/協辦機構獲得悉數賠償。

- 8.5 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/ Co-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/協辦機構的事先書面批准），對主辦機構/協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。

- 8.6 The Organizer and Co-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 alteration/ modification on the booths undertaken by the Exhibitor, 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/協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位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。

- 8.7 The Organizer/ Co-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/協辦機構保留權利就參展商因展覽會而虧欠主辦機構/協辦機構的一切款項（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。

9 Waiver 棄權

- 9.1 Any waiver or acquiescence by the Organizer and Co-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/協辦機構如有寬免或默許本協議條款及細則中任何條款，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及細則的違約行為。

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

- 10.1 The Organizer/ Co-Organizer reserves the right, in the case of Force Majeure, directives, laws or regulations imposed by any government 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.

主辦機構/協辦機構保留在發生不可抗力（定義見條款 11），或在任何政府當局或半官方機構下達命令、指示或法令取消、延遲展覽會、更改展覽會性質、縮小展覽會規模、縮短或延長展覽會舉辦時間，而毋須向參展商負上任何責任的權利。在此等情況時，參展商無權解除合約或就由此產生的損失或損害向主辦機構或其代表提出索賠、或者要求主辦機構/協辦機構或其他代理或代表退還由其支付的全部或部分參展費。

- 10.2 The Organizer and Co-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/協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。

11 Force Majeure 不可抗力

- 11.1 Force Majeure shall mean all events which are beyond the control of the Organizer and Co-Organizer, and which are unforeseen, unavoidable or insurmountable, and which prevent performance by the Organizer and Co-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/協辦機構無法控制、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，包括在通行商業慣例中認可的不可抗力事件。



12 General Provisions 一般條款

- 12.1 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 and Co-Organizer.

參展商同意遵守此協議條款及細則，其他任何協議、許可或安排應當獲得主辦機構/協辦機構的書面確認方可作有效。

- 12.2 The English version of these Terms and Conditions shall prevail the version in any other language in case of any inconsistency 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及細則之其他條款的效力。

- 12.3 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/ Co-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.

本協議條款及細則、申請表、參展商手冊及所有其他由參展商與主辦機構/協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。如本協議條款及細則與申請表或其他合約和協議有不一致之處，應以本協議條款及細則為準。

- 12.4 Any claims of the Exhibitor as against the Organizer and Co-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.

參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/協辦機構提出任何的索賠均會超過訴訟時效而不得受理。主辦機構/協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/協辦機構從參展商收到的費用總額。

- 12.5 The Exhibitor shall bear all costs and expenses (including legal costs on a full indemnity basis) incurred by the Organizer/ Co-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/協辦機構為追回該參展商應付款或為實施本協議條款及細則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/協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。

- 12.6 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 and Co-Organizer.

以上協議條款及細則中有關參展商各主辦機構/協辦機構款項相關的條款而言，時間的約定均為合約的要素。

- 12.7 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

本協議條款及細則下，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及細則或申請表（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。

- 12.8 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 Co-Organizer with the Exhibitor.

本協議條款及細則並不構成主辦機構/協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。

13 Governing Law 適用法律

- 13.1 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。

