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|  APPLICATION FORM – PRODUCT PROMOTION | CONFIDENTIAL |
| **製造業拓展活動申請表** | **密件** |
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| **Digital Factory Visits to Explore Manufacturing in Myanmar** Organiser:TDC LOGO COLOR NEW**(4 November 2020)** **緬甸製造業網上廠房考察** **(2020年11月4日)** | C:\Users\patchan\AppData\Local\Temp\7zEC2DB6C50\Blue_Gold_Logo-01.jpghttp://pp.hktdc.com/dm/167688/img/09.pngSupporting Organisations: |
| **Important請注意:*** Please complete the application form and send it to Ms Pat Chan (pat.pn.chan@hktdc.org).

Please send the original application form and cheque to HKTDC, Product Promotion, Ms Pat Chan Address: Hong Kong Trade Development Council  38/F, Office Tower, Convention Plaza, 1 Harbour Road, Wan Chai, Hong Kong * 請填妥申請表格並電郵至陳栢雅小姐 (pat.pn.chan@hktdc.org)

請把申請表格正本及支票郵寄或遞交到香港貿易發展局製造業拓展部, 陳栢雅小姐收 地址:香港灣仔港灣道一號會展廣場辦公大樓三十八樓 |
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| 1. **Company Information 公司資料**
 |
| 1a.  | Company Name in English | ： |       |
|  b. | 中文公司名稱 | ： |       |
| 2. | Registered Office Address | ： |       |
|  | 公司登記地址 |  |       |
|       |
|  | Correspondence Address | ： |       |
| 通訊地址[ ]  Same as above 同上 |  |       |
|       |
| 3. | Tel No. 電話 | ： |       | 4. Fax No. 傳真 :  |       |
| 5. | Email電子郵件 | ： |       |
| 6. | Web-Site網址 | ： |       |
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| 7. | Business Registration Certificate No. 商業登記證號碼 : |       |       |       |       |       |       |       |       | — |       |       |       | — |       |       | — |       |       | — |       |
|  | \*\*Please provide a copy of BR for internal reference\*\* |
| 8. | Name of Holding/Subsidiary Companies in Hong Kong / Outside Hong Kong 香港/境外 分公司名稱 : |
|  |       |
| 9. | No. of Office Worker 職員數目：  | In Hong Kong 香港  |       | Outside Hong Kong 境外  |       |
| 10. | No. of Factory Worker 工人數目：  | In Hong Kong 香港  |       | Outside Hong Kong 境外  |       |
| 11. | Company Profile公司簡介： |       |
|  | Around 200 words in English, includes year of establishment, brief history, main business, and future development, etc. ***(can submit by e-mail)***約200字英文版本,包創立年份、簡史、主要業務範圍、及未來發展方向等有關資料等***(可透過電子郵件傳送)*** |       |
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| 1. **Nature of Business 業務性質**
 |
| 1. [ ]  Importer入口商 | 2. [ ]  Exporter出口商 | 3. [ ]  Re-Exporter轉口商 |
| 4. [ ]  Manufacturer生產商 |
|  [ ]  Factory in Hong Kong 生產設施設於香港 |
|  [ ]  Factory outside Hong Kong 生產設施設於香港境外 (Please Specified 請註明) |       |
| 5. [ ]  Commission Agent代理商 |
| 6. [ ]  Retailer零售商 |
| 7. [ ]  Others 其他 (Please Specified 請註明) |       |
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| 1. **Export Sales Figures for the Past Two Years 過去兩年出口額（approx. are acceptable約數）**
 |
| 1. 2018 |  HK$ 港幣      | 2. 2019 |  HK$ 港幣      |
|  |  |
| 1. **Information of Contact Person for this Promotion 是項活動之聯絡人資料**
 |
| 1a. | Name  | Mr./Miss/Mrs |       |       | 2. Position Held職位 |       |
|  |  |  (名稱First Name) (姓氏Last Name) |  |  |
| 1b. | 中文姓名 |      先生/小姐/女士 | 3. Direct Tel No. 直線電話 |       |
| 4. | Email電子郵件 |       | 5. Direct Fax No. 直線傳真 |       |
| ***<IMPORTANT> Email is our primary mode of contact, so only supply an email account that is regularly checked!*** |

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| 1. **Product Category 產品類別**
 |
| 1. [ ]  Clothing Accessories 服裝飾品及配件
2. [ ]  Fur Clothing 皮草服裝
3. [ ]  Garments 成衣
4. [ ]  Knitwear針織服裝
 | 1. [ ]  Leather & Suede Clothing 皮革及麂皮服裝
2. [ ]  Underwear & Nightwear 內衣及睡衣
3. [ ]  Yarns, Piecegoods & Textiles 紗線、布匹及紡織品
4. [ ]  Others 其他 (Please Specify 請註明)

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|   | Brandname(s) 品牌名稱 |       |
|   | Product Details 產品詳情 |       |
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| 1. **Existing Markets of the Products to be Promoted有關產品的現有市場及比重**
 |
| **Country / Region 國家 / 地區** | **% of Total Sales佔總銷售額百分率** | **Country / Region 國家 / 地區** | **% of Total Sales佔總銷售額百分率** |
| Asia亞洲 |  | Europe歐洲 |  |
| 1. [ ]  Chinese mainland 中國內地 |       | 13. [ ]  Germany 德國 |       |
| 2. [ ]  Hong Kong 香港  |       | 14. [ ]  U.K. 英國 |       |
| 3. [ ]  Japan 日本 |       | 15. [ ]  Netherlands 荷蘭 |       |
| 4. [ ]  Korea 韓國 |       | 16. [ ]  France 法國 |       |
| 5. [ ]  Middle East 中東 |       | 17. [ ]  Italy 意大利 |       |
| 6. [ ]  South East Asia 東南亞 |       | 18. [ ]  Spain 西班牙 |       |
| 7. [ ]  Taiwan 台灣 |       | 19. [ ]  Others 其他歐洲國家 |       |
| 8. [ ]  Others 其他亞洲國家 |       | Others其他 |  |
| Americas美洲 |  | 20. [ ]  Africa 非洲 |       |
| 9. [ ]  U.S.A. 美國 |       | 21. [ ]  Australasia 大洋洲 |       |
| 10. [ ]  Mexico 墨西哥 |       |  |  |
| 11. [ ]  Brazil巴西 |       |  |  |
| 12. [ ]  Others 其他美洲國家 |       |  |  |
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| 1. **Nature and Location of Investment in the Chinese mainland (if any) 在內地投資方式及地點 (如有)**
 |
| Nature of Investment投資方式 | 1. [ ]  Joint Venture 合資  |
|  | 2. [ ]  Sole Proprietorship 獨資  |
|  | 3. [ ]  Cooperative 合作 |
|  | 4. [ ]  Others 其他 (Please Specified 請註明) |        |
| Location of Investment 投資地點  |        |

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| 1. **Objective(s) of Joining this Promotion 參加是項活動的主要目的**
 |
| 1. [ ]  Increase of sales 增加銷售額 |  |
| 2. [ ]  Gain market exposure 獲取市場經驗 |  |
| 3. [ ]  Conduct market study 市場考察 |  |
| 4. [ ]  Appointment of agent/distributor 委任代理商/分銷商 |  |
| 5. [ ]  Investment (e.g. Production Plant) 投資(如建廠) |  |
| 6. [ ]  Establish new contacts 建立新的業務聯繫 |  |
| 7. [ ]  Launch new products 推出新產品 |  |
| 8. [ ]  Promote company image 推廣公司形象 |  |
| 9. [ ]  Test market potential 測試產品的市場潛力 |  |
| 10. [ ]  Others 其他 (Please Specified 請註明) |        |

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| 1. **Participation Fee 參加費用**
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|  | **Participation Fee 參加費用****HK$ 1,200 per head** **每位港幣1,200元正***\*\*HKTDC would like to offer* ***a 10% discount*** *to participants referred by CMA or FHKI:* ***HK$ 1,080 per head****\*\***\*\*由「香港中華廠商聯合會」或「香港工業總會」推薦的參加者，可享****九折優惠****:* ***每位港幣1,080元正****\*\** | 1. **Unit Price**

**單價 (HK$)** | 1. **Qty**

**人數** | **(C) Amount合計** **C = A x B** |
|       |       |       |
|  | **Application Due Date: 23 October 2020** 申請截止日期：2020年10月23日 | Total Amount 總計 |       | HK$       |
|  | *Crossed cheuqe made payable to “****Hong Kong Trade Development Council****” and mark* ***“Digital Factory Visits to Explore Manufacturing in Myanmar****” at the back of cheque.* *支票抬頭註明:* ***香港貿易發展局****支票背面註明:* **緬甸製造業網上廠房考察** | Cheque no.: |       |
|  |  |
| We (Name of Company) |       |

hereby apply to participate in the Digital Factory Visits to Explore Manufacturing in Myanmar. We understand that the Participation Fee is non-refundable and agree to be bound by the provisions of all documents forming part of the Application Form, including but not limited to, the attached Conditions of Participation.

We hereby declare that the information given in the application form is true and correct to the best of our knowledge. We consent to the Council’s checking with Customs and Excise Department of our trade records. We understand that any false or misleading information given by us to the Council will lead to the rejection of our right to participate in the Mission.

We understand that above information will be included into the Council’s databank and the Council can make use of our information for trade promotion purposes.

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| --- | --- | --- | --- |
| Company Stamp & Authorized Signature |       | Date 日期 |       |
| 公司印章及負責人簽署 |  |  |  |
|  |  |  |  |
| Full Name of Authorized Signature負責人姓名 |       | Position Held 職位 |       |

CONDITIONS OF PARTICIPATION

1. **DEFINITIONS**

In these Conditions of Participation and the Application Form, save as the context otherwise requires:

"Applicant" means the company named in Section A of the Application Form.

"Application" means the application by the Applicant to participate in the exhibition and side Mission, made by submitting the Application Form together with all necessary payments to the Council.

"Application Form" means the application form to which these conditions are annexed.

"Conditions" means these Conditions of Participation as amended by the Council from time to time.

"Council" means the Hong Kong Trade Development Council.

"Delegate(s)" means the individual(s) named in Section E of the Application Form who is/are nominated by the Participant to attend and represent it in the Mission.

"Executive Director" means the Executive Director appointed by the Council from time to time;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

“Expo” and "Side Mission" means the exhibition and the side trip after the exhibition as named in the Application Form.

"Participant" means the Applicant after its Application has been accepted by the Council.

"Participation Fee" means the amount(s) payable by the Participant to the Council for the right to participate in the Expo and Mission, as specified in Section K of the Application Form.

"Products" means the goods described in Section F of the Application Form and which the Council agrees to accept for exhibiting during the Mission.

"Project Manager" means the project manager for the Mission appointed by the Council.

"Publicity Material" means all and any promotional gifts, catalogues, pamphlets, advertising and publicity material whatsoever which the Participant wishes to display, distribute or use at or for the purpose of the Expo and Mission.

"Related Companies" in respect of the Applicant or Participant means its holding companies, subsidiaries and subsidiaries of its holding companies.

2. **ACCEPTANCE**

(a) The Applicant must be a Hong Kong entity with a valid Hong Kong business registration certificate with substantial operations in Hong Kong.

(b) The Executive Director, on behalf of the Council, may in his absolute discretion accept or reject the Application without providing any reasons therefor.

(c) The Applicant represents and warrants that none of its Related Companies, associates, or persons or companies that are effectively under its control has applied to participate in the exhibition and side mission. The Council has an absolute discretion to reject the Application or withdraw its acceptance of the Application if the Applicant shall have breached this warranty and representation.

(d) The Applicant is not allowed to exhibit products or materials that would infringe the intellectual property rights of others or that have caused the Applicant accusation or conviction of criminal or civil liability in IPR infringement claim. If the Applicant refuses to co-operate with the Council, the Council reserves the right to ban the Applicant, or any of its parent, associate, affiliated and/or subsidiary company, from participating in any future event organised by the Council.

3. **Payment**

1. Upon submission of its Application, the Applicant shall pay to the Council the Participation Fee.
2. If the Application is rejected, the Council will within 30 days of the date of notice of rejection refund to the Applicant the Participation Fee received by it from the Applicant without interest.
3. When the Application is accepted by the Council, the Applicant will become a Participant. If it subsequently wishes to withdraw its participation, it may do so by notice in writing to the Council whereupon the Participation Fee will be forfeited by the Council.
4. i. The Delegates shall settle with the hotel directly all charges incurred by them at the hotel when they check out from the hotel.

ii. The Participant shall indemnify the Council against all liabilities incurred by its Delegates in connection with the hotel or symposium venue and shall on demand pay to the Council immediately all amounts claimed by the hotel against the Council in respect thereof.

1. All payments by the Applicant/Participant to the Council shall be made promptly without any deduction, set-off or counterclaim.
2. The Council reserves the right to offset any balance to be refunded to the Applicant/Participant against any outstanding liabilities due by the latter to the Council in relation to their participation in the Council's other activities.
3. No interest will be payable by the Council in respect of any refund amounts to the Applicant/Participant.

**4. PARTICIPATION IN THE MISSION**

1. The Participant must be represented in the Expo and Side Mission by at least 1 Delegate.
2. Any Delegate nominated to represent the Participant in the Mission must be a senior executive of the Participant.

(c) The Participant shall ensure that :-

i. each of its Delegates shall be fully conversant with the Products and shall be duly authorised to negotiate and conclude contracts for the sale of the Products;

ii. its Delegates shall comply with the Conditions and with all directions which the Project Manager may from time to time give in connection with any matter appertaining to the Mission.

(d) The Council reserves the right in its absolute discretion and without giving any reasons to require the Participant to replace any of its Delegates forthwith.

1. The Participant shall use its best endeavours to uphold the reputation of the Council and to promote the success of the Expo and Mission.

5. **PRODUCTS**

1. The Council shall have an absolute discretion to accept or reject any of the Products for exhibiting during the Expo and Mission without providing any reasons therefor.
2. The Participant may only exhibit Products which are manufactured in Hong Kong or made by Hong Kong entities.
3. The Participants warrants that (i) the Products and the packaging, and (ii) all information, statements, photographs and illustration provided for publication of mission catalogue and/or other publicity materials thereof do not in any way whatsoever violate any third party rights including without limitation trade marks, copyrights, designs, names and patents whether registered or otherwise.
4. The Participant undertakes not to display anything which is unlawful, in breach of any person's intellectual property, harmful, threatening, violent, offensive, defamatory, libelous, scandalous, seditious, vulgar, obscene, indecent, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable.
5. The Participant warrants that (i) the Products and the packaging, and (ii) all information, statements, photographs and illustration provided for publication of mission catalogue and/or other publicity materials thereof do not in any way whatsoever violate any applicable laws, rules and regulations of the importing countries.
6. The Participant shall be solely responsible for and shall settle all expenses and liabilities incurred by it in relation to its participation in the Mission including without limitation all shipping and transportation charges, customs duties, handling charges and other costs and expenses arising from the shipment or any other mode of transportation of the Products in connection with the Expo and Mission. If the Council pays any of such charges, duties, costs or expenses on behalf of the Participant it shall be entitled to reimbursement from the Participant on demand and may offset any amount held by it on behalf of the Participant against such payment.

6. **PUBLICITY**

 The Council will arrange for such publicity for the Expo and Mission as it shall in its absolute discretion deem fit. No Participant, Delegate or other officer, representative, agent or employee of the Participant shall give or cause to be given any interview, public announcement, press statement or any other publicity whatsoever in relation to the Mission.

7. **INFORMATION**

(a) During the Expo and Mission the Delegate shall provide the Council with such information as to the business results of the Participant in the Mission as the Project Manager may from time to time request. Such information will not be divulged to third parties without the Participant's approval, save in relation to collective figures in respect of all or a majority of the persons or companies participating in the Expo and Mission.

(b) At the conclusion of the Mission the Delegates shall complete questionnaires on the activities performed and the business carried out by the Participant during the Mission for the information of and further action by the Council.

8. **TERMINATION OF RIGHT TO PARTICIPATE**

(a) Without prejudice to the Council's other rights and remedies, the Council has the right to terminate forthwith by notice the Participant's right to participate in the Expo and Side Mission on or following the occurrence of any of the following events:-

i. if the Participant or any of its Delegates, officers, representatives, agents or employees commits a breach of any of the Conditions;

ii. if the Participant, being a body corporate, enters into liquidation whether compulsorily or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or if the Participant, being a sole proprietorship or partnership, becomes or one of its members becomes bankrupt or insolvent or enters into any arrangements with its creditors;

iii. if the Executive Director in his absolute discretion decides that such right shall be terminated;

(b) The Participant's right to participate in the Expo and Side Mission shall automatically terminate in the event that all its Delegates are refused entry visa or entry permit to the country or place where the Expo and Side Mission shall be held by any competent authorities.

(c) In the event that the Participant's right to participate in the Expo and Side Mission is terminated, the Participation Fee will not be refunded to the Participant and any expenses incurred by the Council for and on behalf of the Participant prior to such termination and all other expenses reasonably incurred by the Council as a consequence of such termination shall be paid on demand by the Participant to the Council.

(d) The Council reserves the right to terminate the Participant’s right to participate or continue to participate in any future Mission if the Participant is found to have committed any act including but not limited to failing to respect the intellectual property rights of any other party, non-compliance with product safety, environmental laws and/or any other act which, in the sole opinion of the Council, might damage the reputation and/or image of Hong Kong, its industries, the Mission, the Council or if the Executive Director and/or the Director or the Participant has done or failed to do any act which the Council, in its absolute discretion decides that such right shall be terminated. The Council has absolute right to review the Participant’s products before the application is endorsed in writing.

9. **CANCELLATION**

 The Council reserves the right to cancel or postpone the Expo and Mission or to shorten or prolong its duration at any time without incurring any liability whatsoever to the Participant and its Delegates if circumstances outside the reasonable control of the Council (including but not limited to war, embargo, civil unrest, terrorist attacks, legal proceedings or government regulations) make it in the sole opinion of the Council (which opinion shall be conclusive) impossible, impractical or undesirable for the Council to hold the Mission.

10. **EXCLUSION OF LIABILITY**

(a) The Council shall not be liable for any loss, damage or personal injury howsoever suffered by or caused to the Participant or its Delegates, officers, representatives, agents, employees or any third party, or its Products or other property in the course of or in relation to the Mission, unless such loss, damage or personal injury shall be caused by any breach by the Council or its employees of the Conditions.

(b) The Council assumes no responsibilities for any introduction or transaction made between the Participant and any third party during or as a result of the Mission.

(c) The Participant shall be responsible for effecting all insurance coverage necessary in connection with its participation in the Mission including but not limited to insurance in respect of the Products, its other property and its Delegates (including travel and medical insurance).

1. The Participant undertakes to indemnify and at all times hereafter to keep indemnified the Council from and against all liabilities, actions, proceedings, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to any act, omission or default by the Participant or its Delegates, officers, representatives, agents and employees in the course of or in relation to the Expo and Mission.

11. **CONFIDENTIAL INFORMATION**

The Participant shall not disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to the business or affairs of the Council or other participants in the Mission which has been acquired by reason of the Participant's participation in the Mission.

12. **WAIVER**

 No failure or delay by the Council in exercising or enforcing any right or power hereunder shall operate or be construed or operated as a waiver thereof. No waiver of any breach shall be construed as a waiver of any continuing or subsequent breach.

13. **NOTICE**

(a) Every notice or demand shall be in writing but may be given or made by post, cable, telex, fax or email.

(b) Every notice or demand to be given by the Council may be sent to the address of the Participant stated in its Application Form. Every notice to be given by the Participant to the Council shall be sent to the offices of the Council at 38th Floor, Office Tower, Convention Plaza, 1 Harbour Road, Hong Kong.

1. Every notice or demand shall be deemed to have been received in the case of a telex, fax or email, at the time of despatch, and in the case of a letter three days after the posting of the same by prepaid post.

14. **GENERAL**

(a) Nothing in the Application Form or the Conditions shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between the Council and the Participant.

(b) The Application Form and the Conditions embody and set out the entire agreement and understanding of the parties and supersede all prior oral or written agreements, understandings or arrangements between the Council and the Applicant relating to the Expo and Mission.

(c) The Council reserves the right to alter and amend any of these Conditions and to issue additional rules and regulations (including but not limited to the participants’ manual) at any time it considers necessary for the orderly operation of the Mission. The amended Conditions and the additional rules and regulations shall be sent to the Participant and become effective immediately. The Participant will be deemed to have notice of the same and have accepted the amended Conditions and the additional rules and regulations. The Participant acknowledges that the Council shall have the right to interpret these Conditions, additional rules and regulations together any amendments thereof. All interpretations of these Conditions, any additional rules and regulations, and any amendments thereof by the Council shall be final and binding on the Participants.

15. **GOVERNING LAW**

 The Application Form and the Conditions shall be governed by and construed in all respects in accordance with the laws of Hong Kong and all the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.