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| **APPLICATION FORM – MERCHANDISE TRADE AND INNOVATION** | **CONFIDENTIAL** |
| **商品貿易及創新部　活動申請表**  | **密件** |
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| **Hong Kong Product Pavilion****6th China International Import Expo, Shanghai (5-10 Nov 2023)****香港產品展區****第六屆 中國國際進口博覽會(2023年11月5-10日)**  | **tdchead** |
| **Important*** 除註明外，所有資料請以中文填寫 All Information must be completed in **Chinese** unless otherwise stated.
* 公司名稱將用作攤位之公司招牌 The “Company Name” will be used to produce fascia board at your stand.
* 下列資料將用於印刷大會場刊 The information listed below will be used in the Expo Catalogue.
* 請將申請表寄往以下地址 Mail completed application form to:38/F Office Tower, Convention Plaza, 1 Harbour Road, Wan Chai, HK – Attn: Neeves Tam (Tel: 2584 4262)
 | **4月14日**或之前報名享有參展費用-**8折優惠** |
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| 1. **公司資料 Company Information**
 |
| 1a.  | Company Name in English |       |
| 1b. | 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 |       |
|  |
| 7. | Business Registration Certificate No. 商業登記證號碼 |   |   |   |   |   |   |   |   | — |   |   |   | — |   |   | — |   |   | — |   |
| 8. | Name of Holding/Subsidiary Companies in Hong Kong / Outside Hong Kong 香港/境外 分公司名稱 |
|  |       |
| 9. | No. of Employees 僱員數目：  | 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  |       |
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| 1. **內地三資企業 / 代表辦事處 Investment / Representative Office in Chinese mainland**
 |
| 1. [ ]  Joint Venture 合資 [ ]  Wholly-Owned獨資 [ ]  Co-Operation 合作  |
| 2. Company Name in Chinese中文公司名稱  |       |
| 3. Address in Chinese 中文地址 |       |
|  |       | 4. Postal Code 郵編  |       |
| 5. Tel No. 電話 |       | 6. 傳真Fax No. |       |
| 7. Contact Person 聯絡人 |       | 8. 職位Position Held  |       |
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| 1. **業務性質Nature of Business**
 |
| 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 specify請註明) |       |
| 5. [ ]  Others其他 (Please specify 請註明 ) |       |
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| 1. **過去兩年出口額（approx. 約數）Export Sales Figures for the Past Two Years**
 |
| 1. 2021 |  HK$       | 2. 2022  |  HK$       |
|  |
| 1. **是項活動之聯絡人資料Information of Contact Person for this Promotion**
 |
| 1a. 中文姓名 |       |  | 2. 職位Position Held |       |
| 1b. Name  |  |       |       | 3. 直線電話Direct Tel No. |       |
|  |  | (名稱First Name) | (姓氏Last Name) |  |  |
| 4. 電子郵件Email  |       | 5. 直線傳真Direct Fax No.  |       |

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| 1. **公司簡介Company Profile**
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| 包括創立年份、簡介、主要業務範圍及未來發展方向等有關資料 Year of establishment, brief history, main business, and future development, etc.（約120字about 120 words） |
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|       |
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| 1. **內銷Domestic Sales**
 |
| 貴司是否有做內銷 Please indicate if your company is doing domestic sales:[ ]  Yes有 銷售方式為 (可選多項) Format (multiple options): [ ]  透過代理商或分銷商發售through distributor or sales agent [ ]  特許經營franchising [ ]  透過分公司銷售through branch office [ ]  只從事批發wholesale only [ ]  電話、電視或網上銷售telemarketing, TV or online sales [ ]  自設零售店own retail store [ ]  在百貨公司托售consignment in department store [ ]  其他others（請註明please specify： ）[ ]  No否 |
|  |
| 1. **出席是項活動之公司代表名稱 Name of Delegate(s)**
 |
| 1. 姓名 |       |  |  | 職位Position Held  |       |
|  Name |  |  |  |  | 所持旅遊證件種類Type of Travel Document Held  |       |
|  |  (名稱First Name) | (姓氏Last Name) |  |  |  |
| 2. 姓名 |       |  |  | 職位Position Held  |       |
|  Nam |  |  |  |  | 所持旅遊證件種類Type of Travel Document Held  |       |
|  |  (名稱First Name) | (姓氏Last Name) |  |  |  |
|  |
| 1. **參加是項活動的主要目的Objective(s) of Joining this Promotion**
 |
| 1. [ ]  增加銷售額Increase of Sales  | 6. [ ]  推出新產品Launch new products  |
| 2. [ ]  獲取市場經驗Gain market exposure  | 7. [ ]  推廣公司形象Promote company image  |
| 3. [ ]  市場考察Conduct market study  | 8. [ ]  測試產品的市場潛力Test market potential  |
| 4. [ ]  委任代理商/分銷商 Appointment of agent/distributor  | 9. [ ]  其他Others (請註 Please Specified) |        |
| 5. [ ]  建立新的業務聯繫Establish new contacts  |  |       |
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| 1. **產品類別Product Category (只選一項，大會將按以下所選之產品類別作評核)**
 |
| [ ]  Food and Agricultural Products 食品及農產品 [ ]  Dairy乳製品 [ ]  Seafood 水產品 [ ]  Sweet & Snacks 甜食及休閒食品 [ ]  Health Products健康及保健品 [ ]  Tea & Coffee 茶和咖啡 [ ]  Synthetic Foods綜合食品類  [ ]  Others其他 (Please specify請註明)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |  [ ]  Meat肉製品 [ ]  Vegetable & Fruit蔬果 [ ]  Canned & Instant Food罐頭及方便食品 [ ]  Condiment 調味品 [ ]  Beverage & Liquor 飲料及酒類 [ ]  Agricultural Products 農產品   |
| 品牌名稱 Brandname(s)  | **(必須填寫)** |
|       |
| 展品詳情 Details of Exhibits  | **(必須填寫)** |
|       |

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| 1. **有關產品的現有市場及比重 Existing Markets of the Products to be Promoted**
 |
|  **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. [ ]  Other Asian Countries 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. **參展費用Participation Fee**
 |
| 展台類型**Type of Booth**  | A1 | **A2** | B | C = A x B |
| **標準參展費用 Participation Fee** | **於4月14日或之前****報名享有參展費用 - 8折Participation Fee - 20% off****(On or Before 14 April 2023)** | **展台數量****No. of Booth(s)** | **總金額****Total Amount (HK$)** |
| **8平方米展覽攤位8 sqm Booth** | **HK$43,765** | **HK$35,010** |       |       |
| **產品展示專櫃****Showcase Display****(0.5m x 0.5m)** | **HK$4,000** | **HK$4,000** |       |       |
| **註 Note:** 除上述參加費用外，參與活動之公司需自行支付展品/宣傳品運輸、關稅、保險等額外費用，並自行安排及支付交通及酒店住宿。 Participating company shall also arrange and bear any cost arising from the shipping and transportation of exhibits and/or promotional materials, customs duties, insurance, and to arrange and bear the transportation cost and hotel accommodation. 參展公司如需額外設施及服務，包括但不限於展台額外設施或臨時工，必須向本局以書面提出並支付相關費用。The participant may request additional facilities and services for the purposes of the Exhibition, including but not limited to extra stand facilities and onsite temp staff, upon or after submission of the Application Form. All requests must be made in writing, together with cheque payment in full.**取錄政策 Admission Policy:** 主辦機構及香港貿發局有權決定是否接納參展之申請及要求。申請(包括展位種類及面積)會否被接納取決於多種因素，包括主辦機構及香港貿發局對申請公司的評核結果、展覽場地面積、主辦機構及貿發局對整體「展覽會」的規劃等。Admission to the Expo will be at the discretion of the Organiser and HKTDC. Whether an application (including the booth type and size) will be accepted depends on a number of factors, including the Organiser and HKTDC’s recommendation, space availability, the overall planning of the Expo, etc. |
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| **參展費(全費)應以支票(現票)支付，支票抬頭請註明「香港貿易發展局」。Participation fee (immediate payment in full) should be payable by cheque and addressed to “Hong Kong Trade Development Council”.** |

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| **M. 展位分配政策 Booth Allocation Policy** |

Booth selection starts from exhibitors taking larger size.

參展商之抽籤次序將由展位面積大小而定，即申請較大面積者將獲選擇展位之優先權，由大至小，如此類推。

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| We (Name of Company) 公司名稱 |       |

hereby apply to join the Hong Kong Product Pavilion at China International Import Expo, Shanghai 2023. We understand that the Participation Fee is non-refundable once our Application is accepted. We agree to abide by the “Conditions of Participation” as may be amended and updated from time to time set out below by the Hong Kong Trade Development Council (the “Council” / “HKTDC”). We understand that the information provided by us will be included into the HKTDC’s databank and the Organiser can make use of our information for trade promotion purposes or pass on to third parties for promotion of the Hong Kong Product Pavilion at China International Import Expo, Shanghai 2023. We agree that the Organiser and the HKTDC bear no responsibility for any error or omission in relation to the information.

申請參加**中國國際進口博覽會2023香港館產品展區**。本公司明白參展申請一經接納，參加費用將不獲退回。本公司亦同意遵守香港貿易發展局 (“香港貿發局”)訂定的參展細則及展覽規例(會被不時修訂或更新)。本公司明白，我們提供的資料將會存儲在香港貿發局資料庫內，並供主辦機構作貿易拓展之用，同時亦可轉交其他機構，作為推廣**中國國際進口博覽會2023香港館產品展區**之用。本公司同意主辦機構及香港貿發局毋須負責任何有關該等資料的錯漏。

We have read and we understand the Admission Policy (including the Rules, Terms and Conditions contained therein) (“Admission Policy”) and agree to abide by the Admission Policy as may be amended or updated by HKTDC from time to time.

本公司已細讀及明白取錄政策(包括其條款及細則) (“本政策”)，並同意接受本政策(會被香港貿發局不時修訂或更新)所約束。

We hereby declare that the information given in the application form is true and correct. We consent to the Council’s checking with Customs and Excise Department and other relevant authorities regarding our trade records. We understand that any false or misleading information given by us to the Council may lead to the rejection of our right to participate in the Exhibition at the Council’s sole and absolute discretion.

本公司鄭重聲名所有於申請表上填寫之資料均為真實及正確。本公司同意香港貿發局向香港海關及其他有關當局調查我們的貿易記錄。本公司明白倘若提供任何虛假或欺騙之資料，香港貿發局將有權以其唯一及絕對酌情權拒絕本公司參加展覽會的權利。

We hereby warrant, represent and undertake to the Organiser that the photographs and/or materials provided by us and/or publication by HKTDC of such photographs and/or materials do not and will not in any way whatsoever violate or infringe any third party’s rights including all intellectual property rights including but not limited to trade marks, copyrights, designs, names and patents whether registered or otherwise. We hereby acknowledge and irrevocably undertake to fully indemnify the Organiser and/or its agents, representatives, contractors and employees against all costs, expenses and damages arising from any third party’s claim of infringement against us and / or the Organiser and / or the Organiser’s agents, representatives, contractors or employees of such third party’s rights.

我們在此向主辦機構保證、表示及承諾，我們提供的相片及/或資料及/或香港貿發局發布該等相片及/或資料没有及不會違反或者侵犯任何第三者的權利包括所有知識產權(包括但不限於商標、版權、設計、名字和專利，無論是否註冊)。我們在此向主辦機構確認和不可撤銷地承諾，我們將完全彌補主辦機構以及其代理人、代表人、承辦商和僱員就任何有關第三者向我們及/或主辦機構以及其代理人、代表人、承辦商和僱員採取任何關於侵犯第三者權利的申索之所有費用、開支和賠償。

🞎 If you do not wish to have your information passed to third parties for promotion of the Hong Kong Product Pavilion at China International Import Expo, Shanghai 2023, please √ against the box. 若貴公司不欲將有關資料轉交其他機構作為推廣中國國際進口博覽會2023香港館產品展區之用，請在此空格內加上√號。

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| Company Stamp & Authorised Signature公司印章及負責人簽署 |  | Date日期 |       |
| Full Name of Authorised Signatory負責人姓名 |       | Position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 Hong Kong Pavilion at the Exhibition, 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.

"Booth" means a booth in the Hong Kong Pavilion at the Exhibition which the Council licenses the Participant to use for the duration of the Exhibition.

"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 H of the Application Form who is/are nominated by the Participant to attend and represent it at the Exhibition.

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

"Exhibition" means the fair or exhibition named in the Application Form.

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

"Hong Kong Pavilion" means the pavilion organised by the Council to accommodate all participants, which will be built on a specified location assigned by the fair/exhibition organiser;

"Optional Participation Expenses" means the amount payable by each Participant for additional facilities and services such as shipment of samples, extra stand facilities and interpreters, provided by the Council at its request, which amount shall be determined by the Council.

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

"Participation Fee" means the amount payable by the Participant to the Council for the right to participate in the Hong Kong Pavilion at the Exhibition, as specified in Section L of the Application Form.

"Products" means the goods described in Section J of the Application Form and which the Council agrees to accept for exhibiting at the Booth during the Exhibition.

"Project Manager" means the project manager for the Hong Kong Pavilion at the Exhibition 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 Exhibition.

"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/her absolute discretion accept or reject the Application without providing any reasons therefore.

(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 Hong Kong Pavilion at the Exhibition. 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.

**3**. **Payment**

(a) Upon submission of its Application, the Applicant shall pay to the Council such amounts and in such manner as set out in Section L of the Application Form.

(b) If the Applicant has requested for additional facilities and services in accordance with Section L of the Application Form, it shall further pay to the Council upon submission of its written request for such services and facilities:

i. such amount as the Council in its sole discretion considers appropriate as deposit for the Optional Participation Expenses if such request is made prior to the commencement of the Exhibition; and

ii. the full amount of the Optional Participation Expenses if such request is made on-the-spot during the Exhibition (see paragraph 3(e) below).

(c) If the Application is rejected, the Council will within 30 days of the date of notice of rejection refund to the Applicant all amounts received by it from the Applicant pursuant to paragraphs 3(a) and 3(b) above without interest.

(d) 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. All Optional Participation Expenses paid by the Participant for the optional and additional facilities and services will be refunded to the Participant within 30 days of the date of notice of withdrawal of its participation provided these expenses have not been incurred by or on behalf of the Participant.

(e) The Participant may request for additional facilities and services on-the-spot during the Exhibition but all fees in relation to such request must be paid in full by the Delegates before the additional facilities and services are provided by the Council or its contractor. All such requests must be made in writing to the Council directly.

(f) i. If the Participant requests the Council or its recommended travel agent (the "Agent") to reserve hotel accommodation for its Delegates, the Participant shall pay to the Council or the Agent such amount as the Council or the Agent may deem appropriate as deposit which shall be at least equal to the first night's accommodation charges at the hotel. The Council or the Agent will endeavour to reserve accommodation in its name for the Delegates and on reserving the accommodation, pay to the hotel the amount which it has received from the Participant.

ii. The Delegates shall settle with the hotel directly the balance in full of all charges incurred by them at the hotel when they check out from the hotel.

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

(g) i. In no case will action be taken by the Council until and unless the respective amounts payable pursuant to this paragraph 3 and Section L of the Application Form have been paid in full to the Council.

 ii. If the Council requests any additional amount to be paid by the Applicant/Participant, no further action will be taken by the Council until and unless such additional amount has been paid in full to it.

(h) All payments by the Participant to the Council shall be made promptly without any deduction, set-off or counterclaim.

(i) All requests by the Participant for any additional facilities and services are subject to the Council's ability to procure such facilities and services. The Council does not warrant or represent that it will be able to procure any such facilities or services. If the Council is unable to procure the requested facilities or services, it will as soon as practicable inform the Participant and will refund to the Participant any amount received by it in relation to such requested facilities or services.

(j) The Council accepts no liabilities and gives no warranties or representations in respect of the quality, standard, fitness for any purpose, timing of the provision or otherwise of any of the facilities or services provided by the Council at the Participant's request.

(k) The Council shall have discretion to deduct from the deposit paid for Optional Participation Expenses under paragraph 3(b) against any losses or expenses incurred by it by reason of the failure of the Participant to comply with the Conditions or supplying false or misleading information to the Council.

(l) The Participant shall reimburse the Council of all Optional Participation Expenses paid on its behalf. If, in the opinion of the Council, the deposit paid for Optional Participation Expenses under paragraph 3(b) is or will likely be insufficient to pay for all the actual expenses to be incurred by the Council, the Council may at any time request an additional amount to be paid by the Participant which, in the opinion of the Council, is sufficient to pay for such actual expenses. The Participant shall, within 5 days of receiving such request, pay the requested amount to the Council. No further action will be taken by the Council until and unless such additional amount has been paid in full.

**4**. **SETTLEMENT OF ACCOUNTS**

(a) The Council will issue a statement of account to the Participant setting out the actual cost of the provision of any additional facilities and services, the amount of deposit paid for Optional Participation Expenses and the balance due to the Council (where the actual cost exceeds the deposit) or the amount of refund to the Participant (where the actual cost is less than the deposit).

(b) The Participant shall pay to the Council the amount due to the Council as shown on the statement of account within 14 days of its receipt. A surcharge of 2% per month will be imposed on any outstanding amounts after the due date for payment.

(c) The Council will refund the amount to be refunded to the Participant as shown on the statement of account on delivering the statement of account to the Participant.

(d) 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.

(e) No interest will be payable by the Council in respect of any refund amounts to the Applicant/Participant.

**5**. **BOOTH**

(a) The Council will in its absolute discretion allocate 1 Booth to the Participant by way of a licence for the exhibition of its Products. The Participant shall have no claims whatsoever against the Council in respect of any loss or damage suffered by the Participant and/or its officers, representatives, agents and employees (including without limitation any loss or damage arising from any liability incurred to third party) howsoever caused by the location, construction or material of the Booth allocated to it unless such loss or damage involves death or personal injury resulting from the negligence of the Council.

(b) The Participant shall not assign its licence to occupy the Booth or part with the possession of or permit any third party to occupy the Booth or any part thereof regardless of the relationship between the third party and the Participant.

(c) In the interests of maintaining a high standard of presentation at the Exhibition and a favourable image of Hong Kong as a whole, the Project Manager may in his/her absolute discretion require the Participant to withdraw or alter in any way the presentation of any Products or Publicity Material.

(d) No alteration or addition to the Booth or its fittings may be made by or on behalf of the Participant without the prior permission of the Project Manager.

(e) The Participant must not obstruct or cause to be obstructed any entrances to or passage to or passage ways in the Exhibition.

**6**. **PARTICIPATION IN THE EXHIBITION**

(a) The Participant must be represented at the Exhibition by at least 1 Delegate.

(b) Any Delegate nominated to represent the Participant at the Exhibition must be a senior executive of the Participant.

(c) The Participant shall ensure that:-

i. at least one Delegate shall be in attendance at its Booth at all times when the Exhibition is open to visitors;

ii. 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;

iii. 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 Exhibition.

(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.

(e) The Participant shall use its best endeavours to uphold the reputation of the Council and to promote the success of the Hong Kong Pavilion at the Exhibition.

(f) The Participant shall abide by the regulations contained in the official application form submitted to the organisers of the Exhibition by the Council on behalf of the Participant. Such regulations are deemed to be an integral part of the Conditions.

**7**. **PRODUCTS**

(a) The Council shall have an absolute discretion to accept or reject any of the Participant's products for exhibiting in the Hong Kong Pavilion at the Exhibition without providing any reasons therefore.

(b) The Participant may only exhibit Products which are manufactured in Hong Kong or made by Hong Kong entities.

(c) 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.

(d) 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.

(e) 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.

(f) The Participant shall be solely responsible for and shall settle all expenses and liabilities incurred by it in relation to its participation in the Hong Kong Pavilion at the Exhibition 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 Exhibition. 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.

**8. BUSINESS PRACTICES**

(a) The Participant warrants and agrees that it will conduct itself and carry out its business in the Exhibition according to the ethical business practices. The Council may provide the guidelines regarding such ethical business practices to be observed by the Participant from time to time.

(b) The Participant agrees that it will immediately withdraw any products or publicity materials, or stop promoting any products or services in any particular manner, which in the absolute discretion of the Project Manager, is inconsistent with ethical business practices, or may affect the image of Hong Kong or the Hong Kong Pavilion, upon notice of the Project Manager.

(c) The Participant agrees that it will be responsible for the repair, replacement or full refund of any products sold at the Exhibition if the product is returned to the Participant within 30 days from the date of sale. Any such request for repair, replacement or refund shall be processed expeditiously by the Participant, and in any event not longer than 30 days from the date of return.

**9**. **PUBLICITY**

The Council will arrange for such publicity for the Exhibition 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 Hong Kong Pavilion at the Exhibition.

**10**. **INFORMATION**

(a) During the Exhibition, the Delegate shall provide the Council with such information as to the business results of the Participant in the Exhibition 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 Exhibition.

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

**11**. **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 Hong Kong Pavilion at the Exhibition 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 Hong Kong Pavilion at the Exhibition shall automatically terminate in the event that all its Delegates are refused entry visa or entry permit to the country or place where the Exhibition shall be held by any competent authorities.

(c) In the event that the Participant's right to participate in the Hong Kong Pavilion at the Exhibition is terminated, 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 Exhibitor’s right to participate in any future Hong Kong Pavilion at the Exhibition if the Exhibitor is found to have committed any act including but not limited to failing to respect 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 Organiser of the Exhibition and the Council, might damage the reputation and/or image of Hong Kong, its industries, the fair, the Organiser of the Exhibition and/or the Council or if the Executive Director in his absolute discretion decides that such right shall be terminated.

**12**. **CANCELLATION OR RE-SCHEDULING**

Notwithstanding anything to the contrary, the Council shall be entitled at any time to take any Action without any liability whatsoever to the Participant due to circumstances beyond the Council's control including but not limited to acts of God, war, health concerns (such as outbreaks of the Severe Acute Respiratory Syndrome, bird flu or other health threats), fear of terrorist attack, riots, demonstrations, travel restrictions, curfew, epidemic, embargo, civil unrest, legal proceedings, industrial disputes of whatever nature, government regulations, the lack of or refusal to grant any government or third party approvals, permits, consents or licences, major disruption of transport system, system malfunctions or failure of telecommunications or other electronic communications that make it in the opinion of the Council impossible or impractical or undesirable for the Council to hold the Hong Kong Pavilion at the Exhibition as initially planned. “Action” means cancelling, re-scheduling, or extending or shortening the duration of, or varying any aspects of, the Hong Kong Pavilion at the Exhibition. Any expenses incurred by the Council for or on behalf of the Participant prior to an Action and all expenses reasonably incurred by the Council as a consequence of an Action shall be paid on demand by the Participant to the Council.

**13**. **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 Exhibition, 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 Exhibition.

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

(d) 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 Exhibition.

**14. 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 Exhibition which has been acquired by reason of the Participant's participation in Hong Kong Pavilion at the Exhibition.

**15**. **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.

**16**. **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, Wan Chai, Hong Kong.

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

**17**. **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 Exhibition.

(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 Exhibition. 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.

**18**. **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 court.