



Hong Kong Pavilion

香港館

MIDO-Int'l Optics, Optometry &amp; Ophthalmology Exhibition,

Milan

國際光學產品展覽會 ( 米蘭 )

3-5 February 2024 – Fiero Milano - Rho-Pero



## Important

- ◆ All Information must be supplied in English unless otherwise stated 除註明外，所有資料請以英文填寫
- ◆ Entry for “Company Name in English” will appear on the fascia board at your booth 公司名稱將用作攤位之公司招牌
- ◆ When submitting your application, please include a copy of your Business Registration 請附上商業登記副本及寄往以下地址
- ◆ Mail completed application to: 38/F Office Tower, Convention Plaza, 1 Harbour Road, Wan Chai, HK  
– Attn : Ms. Jessica Chan

## A. Company Information 公司資料

- 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 \_\_\_\_\_

## B. 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 specify 請註明) \_\_\_\_\_
5.  Others 其他 (Please specify 請註明) \_\_\_\_\_

## C. Export Sales Figures for the Past Two Years 過去兩年出口額 (approx. are acceptable 約數)

1. 2021 HK\$ \_\_\_\_\_ 2. 2022 HK\$ \_\_\_\_\_

## D. Information of Contact Person for this Promotion 是項活動之聯絡人資料

- 1a. Name Mr / Ms \_\_\_\_\_ 2. Position 職位 \_\_\_\_\_  
(名 First Name) (姓 Last Name)
- 1b. 中文姓名 \_\_\_\_\_ 先生/小姐 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!

## E. Name of Delegate(s) 出席是項活動之公司代表名稱

1. Name	Mr / Ms _____ (First Name 名) (Last Name 姓)	Position 職位 _____
中文姓名	_____ 先生/小姐	Travel Document Held 所持旅遊證件 _____
2. Name	Mr / Ms _____ (First Name 名) (Last Name 姓)	Position 職位 _____
中文姓名	_____ 先生/小姐	Travel Document Held 所持旅遊證件 _____

## F. Objective(s) of Joining this Promotion 參加是項活動的主要目的

- |  |  |
|--|--|
| 1. <input type="checkbox"/> Increase of Sales 增加銷售額                    | 6. <input type="checkbox"/> Launch new products 推出新產品        |
| 2. <input type="checkbox"/> Gain market exposure 獲取市場經驗                | 7. <input type="checkbox"/> Promote company image 推廣公司形象     |
| 3. <input type="checkbox"/> Conduct market study 市場考察                  | 8. <input type="checkbox"/> Test market potential 測試產品的市場潛力  |
| 4. <input type="checkbox"/> Appointment of agent/distributor 委任代理商/分銷商 | 9. <input type="checkbox"/> Others 其他 (Please Specified 請註明) |
| 5. <input type="checkbox"/> Establish new contacts 建立新的業務聯繫            | _____  |

## G. Product Category 產品類別

- |   |  |
|---|--|
| 1. <input type="checkbox"/> Spectacles 眼鏡                 | 2. <input type="checkbox"/> Spectacle Lens 眼鏡片                 |
| 3. <input type="checkbox"/> Spectacle Frame 眼鏡框           | 4. <input type="checkbox"/> Spectacle Parts 眼鏡部件               |
| 5. <input type="checkbox"/> Eyewear Accessories 眼鏡配件      | 6. <input type="checkbox"/> Contact Lens & Accessories 隱形眼鏡及配件 |
| 7. <input type="checkbox"/> Sunglasses 太陽眼鏡               | 8. <input type="checkbox"/> Optical Instruments 光學儀器           |
| 9. <input type="checkbox"/> Packaging Materials 包裝材料      |  |
| 10. <input type="checkbox"/> Others 其他 (Pls. specify 請註明) | _____  |

Brand name(s) 品牌名稱 \_\_\_\_\_

Products to promoted at the show  
將在展會上推廣之產品名稱 \_\_\_\_\_

## H. 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
<b>Asia 亞洲</b>		<b>Europe 歐洲</b>	
1. <input type="checkbox"/> Mainland China 中國內地	_____	13. <input type="checkbox"/> Germany 德國	_____
2. <input type="checkbox"/> Hong Kong 香港	_____	14. <input type="checkbox"/> U.K. 英國	_____
3. <input type="checkbox"/> Japan 日本	_____	15. <input type="checkbox"/> Netherlands 荷蘭	_____
4. <input type="checkbox"/> Korea 韓國	_____	16. <input type="checkbox"/> France 法國	_____
5. <input type="checkbox"/> Middle East 中東	_____	17. <input type="checkbox"/> Italy 意大利	_____
6. <input type="checkbox"/> South East Asia 東南亞	_____	18. <input type="checkbox"/> Spain 西班牙	_____
7. <input type="checkbox"/> Taiwan 台灣	_____	19. <input type="checkbox"/> Others 其他歐洲國家	_____
8. <input type="checkbox"/> Other Asian Countries 其他亞洲國家	_____	<b>Others 其他</b>	
<b>Americas 美洲</b>		20. <input type="checkbox"/> Africa 非洲	_____
9. <input type="checkbox"/> U.S.A. 美國	_____	21. <input type="checkbox"/> Australasia 大洋洲	_____
10. <input type="checkbox"/> Mexico 墨西哥	_____		
11. <input type="checkbox"/> Brazil 巴西	_____		
12. <input type="checkbox"/> Others 其他美洲國家	_____		

## I. Participation Fee 參展費

Booth Size 攤位面積	Participation fee + Registration fee 參展費 + 大會登記費	Deposit 訂金 (40%)	Balance 餘額 (60%)
<input type="checkbox"/> 8 sq.m.	HK\$59,000	HK\$23,600	HK\$35,400
<input type="checkbox"/> 12 sq.m.	HK\$82,000	HK\$32,800	HK\$49,200
<input type="checkbox"/> 16 sq.m.	HK105,000	HK\$42,000	HK\$63,000
<input type="checkbox"/> 24 sq.m.	HK\$151,000	HK\$60,400	HK\$90,600
<input type="checkbox"/> 32 sq.m.	HK\$205,000	HK\$82,000	HK\$123,000
<input type="checkbox"/> 36 sq.m Raw Space	HK\$122,000	HK\$48,800	HK\$73,200

**Due Date 繳款日期：** 40% Deposit 訂金 - Immediate Payment (Cash Cheque) – **23 June 2023 (Friday)**  
60% Balance 餘額 - Post-dated Cheque – **6 October 2023 (Friday)**

Participation fee by cheque should be made payable to “Hong Kong Trade Development Council”.

參展費應以支票支付，支票抬頭請註明「香港貿易發展局」。

### Remarks 備註:

- In addition to the above participation fee, the participating company shall arrange for and bear any additional costs, such as shipping and transportation of exhibits and/or promotional materials, customs duties, insurance, and arrange for transportation & hotel accommodation, and bear the incurred costs. 除上述參加費用外，參與活動之公司需自行安排及支付展品/宣傳品運輸、關稅、保險等額外費用，並自行安排及支付交通、酒店住宿，及其產生之費用。
- The participating company may request for additional facilities and services for the purposes of the Exhibition, including but not limited to extra stand facilities and onsite temporary staff, upon or after submission of the Application Form. All requests must be made in writing, together with cheque payment in full. 參展商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，必須在遞交申請時或之後向本局以書面形式提出，以支票並支付全數相關費用。

## J. Booth Allocation Policy 展位分配政策

Booth allocation policy will be announced later. For the purpose of content curation, the HKTDC reserves the right to assign Exhibitor's booth location at the sole and absolute discretion and the Organiser's decision is final.

參展商之展位分配政策將於稍後公佈。為配合整體活動策劃，香港貿易發展局保留權利統一規劃及分配位置，參展商不得對所分配的位置有任何異議。

## K. Company Stamp and Signature 公司印章及簽名

We (Name of Company) 本公司 (公司名稱) \_\_\_\_\_

hereby apply to participate in the Hong Kong Pavilion - MIDO-Int'l Optics, Optometry & Ophthalmology Exhibition, Milan. We understand that the Participation Fee is non-refundable once our Application is accepted.

申請參加香港館 - 國際光學產品展覽會 (米蘭)。本公司明白參展申請一經接納，參加費用將不獲退回。

We agree to abide by the provision of all documents forming part of the Application Form, including but not limited to, the below “Conditions of Participation” as may be amended and updated from time to time by the Hong Kong Trade Development Council (the “Organiser” / “Council” / “HKTDC”).

本公司亦同意遵守香港貿易發展局 (“香港貿發局”/“主辦機構”) 在此申請表上訂定的所有條款，包括但不限於下頁的參展細則及展覽規例(會被不時修訂或更新)。

I acknowledge that the above information may be used by the Hong Kong Trade Development Council (HKTDC) for incorporation in all or any of its databases for direct marketing or business matching purpose, and for any other purposes as stated in the Privacy Policy Statement (available at [www.hktdc.com/mis/pps/en](http://www.hktdc.com/mis/pps/en)); I confirm that I have the consent and the authority of each individual named in this form to release their personal data for the purposes stated herein. We agree that the Organiser bears no responsibility for any error or omission in relation to the information.

本人確定香港貿易發展局 (“貿發局”) 可將上述資料編入其全部或任何資料庫內作為直接推廣或商貿配對，以及用於貿發局在私隱政策聲明(載於網頁 <http://www.hktdc.com/mis/pps/tc>) 中所述之其他用途。本人確認已獲得此表格上所述的每一位人士同意及授權，將其個人資料提供予貿發局作此表格提及的用途。本公司同意，主辦機構毋須負責任何有關該等資料的錯漏。

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 Hong Kong Pavilion - MIDO-Int'l Optics, Optometry & Ophthalmology Exhibition, Milan at the Council's sole and absolute discretion.

本公司鄭重聲明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香港館 - 國際光學產品展覽會 (米蘭) 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/或資料沒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。

Company Stamp & Authorised Signature

公司印章及負責人簽名

\_\_\_\_\_

Date

日期

\_\_\_\_\_

Full Name of Authorised Signer

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 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 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 J 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 exhibition named in the Application Form.

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

"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 Exhibition, as specified in Section I of the Application Form.

"Products" means the goods described in Section G 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 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.

"Showcase" means a showcase display in the Exhibition which the Council licenses the Participant to use for the duration of the Exhibition.

### 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 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. 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) For the avoidance of doubt, neither any acknowledgement of the receipt of the Application Form nor any request for payment made or issued by the Council shall by any means constitute acceptance of the Applicant's application.

### 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 I of the Application Form.

(b) If the Applicant has requested for additional facilities and services in accordance with Section I 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 I 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 has the sole and absolute discretion in allotting the area in the Exhibition for the positioning or construction of Booths and determining the location of such Booths. All decisions to such effect shall be final and no request for change will be entertained.

(b) The Council will in its absolute discretion allocate 1 or more than 1 Booth(s) 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(s) allocated to it unless such loss or damage involves death or personal injury resulting from the negligence of the Council.

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

(d) 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.

(e) Publicity Materials of any Participant may only be distributed from the Participant's own Booth(s). No advertising, demonstration or canvassing for business may be carried out anywhere else within the Exhibition. No exhibits or advertising signs shall be placed outside the confines of the Participant's Booth(s).

(f) All Products, Booth(s) materials/Publicity Materials and the like of the Participant shall be removed by the relevant Participant immediately after the closing of the Exhibition according to the arrangements and within the time limits specified by the Council. Any Products or Booth(s) materials/Publicity Materials and the like of the Participant left behind at the Exhibition shall be deemed abandoned and shall be disposed of by the Council at the expense of the Participant concerned. All proceeds (if any) of such disposal shall be retained by the Council and the Council shall not be obliged to account the proceeds to the relevant Participant.

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

(h) The removal and disposal of crates and Booth(s) fittings or materials are not covered by the Participation Fee and are subject to an additional charge based on the charges or such other sum as the Council may reasonably determine.

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

(j) No Booth(s) 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 Council.

### 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 Exhibition.

### 7. PRODUCTS

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

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

(c) 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 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 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 Exhibition, 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 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 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/her absolute discretion decides that such right shall be terminated;

- (b) In the event that a Participant's right to participate in the Exhibition is terminated under clause 11(a)i or 11(a)ii of the Conditions, the Participant shall have no claim for refund of any monies paid to the Council.
- (c) The Participant's right to participate in 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.
- (d) In the event that the Participant's right to participate in 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.
- (e) The Council reserves the right to terminate the Exhibitor's right to participate in any future 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 Council, might damage the reputation and/or image of Hong Kong, its industries, the Exhibition and/or the Council or if the Executive Director in his/her absolute discretion decides that such right shall be terminated.

**12. POSTPONEMENT AND CANCELLATION**

The Council reserves the right to change the date(s) of the Exhibition to other date(s) (including but not limited to postponing to later date(s)) as the Council deems fit, or cancel, alter in character or mode, reduce in scale, shorten or extend the duration of the Exhibition at any time without incurring any liability whatsoever to the 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 Exhibition as initially planned. The Participant shall have no claim against the Council or its agents

or representatives, whether for loss or damage, or return of all or part of any money paid by the Participant in respect of any postponement, cancellation, alternation, reduction, shortening or extension made in accordance with this provision.

**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. 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 Council shall not be regarded as the negligence of the Council or its employees.
- (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 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 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, 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 office 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 fax or an 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.