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| **香港物流服務業代表團考察哈薩克斯坦****Hong Kong Logistics Services Mission to Kazakhstan** **5-11/8/2024** |
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| **主辦機構 Organiser:** image001  | **申請表 APPLICATION FORM** |
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| **請注意IMPORTANT:*** 請填妥申請表，並於**2024年6月26日**或以前以電郵遞交至 tweety.cy.ng@hktdc.org。Please complete the application form and email to tweety.cy.ng@hktdc.org on or before **26 June 2024**.
* 代表團活動將以英文進行。The mission programme will be conducted in English.
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| **活動查詢 Enquiry**溫燕玲小姐 Ms Stephanie Voon經理(授權及物流), 商品貿易及創新部Manager, Licensing and Logistics, Merchandise Trade and Innovation電話 (Tel) : (852) 2584 4542傳真 (Fax) : (852) 2169 9551電子郵件(E-mail) : stephanie.nl.voon@hktdc.org  | 伍翠儀小姐 Ms Tweety Ng高級項目主任(授權及物流), 商品貿易及創新部Senior Project Executive, Licensing and Logistics, Merchandise Trade and Innovation電話 (Tel) : (852) 2584 4355傳真 (Fax) : (852) 3543 8710電子郵件(E-mail) : tweety.cy.ng@hktdc.org |
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| **第一部份 Part I 公司/機構資料 Company/Organisation Information** |
| **資料將用於代表團宣傳資料 Information will be used in delegation-related materials** |
| \*公司 / 機構名稱（中文）Company / Organisation Name (Chinese) |  |
| \*公司 / 機構名稱（英文）Company / Organisation Name (English) |  |
| \*註冊地址（中文）Registered Address (Chinese) |  |
| \*註冊地址（英文）Registered Address (English) |  |
| \*通訊地址 Correspondence Address | [ ]  同上 ditto  |
| \*電話 Tel |  |
| \*傳真 Fax |  |
| \*電子郵件E-mail |  |
| \*網址Website |  |
| \*商業登記證號碼 (請提供副本以供參考)Business Registration Certificate No. (Please provide a copy for reference) |  |
| 貴公司是否香港的行業組織 /商會之會員?Is your company a member of industry association(s) of Hong Kong? | [ ]  是 Yes (請註明組織/商會名稱 Please state the name(s) of association(s):                     )[ ]  否 No [ ]  不知道 No idea |
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| **第二部份 Part II 團員資料 Delegate’s Information** |
| **資料將用於代表團宣傳資料 Information will be used in delegation-related materials** |
| 中文姓名 Chinese Name |       [ ] 先生 [ ] 女士 [ ] 太太 [ ] 其他 |
| 英文姓名 English Name |       [ ] Mr [ ] Ms [ ] Mrs [ ] Other |
| 職位（中文）Position (Chinese) |        |
| 職位（英文）Position (English) |       |
| 請於**2024年6月30日**或以前將以下資料電郵至 tweety.cy.ng@hktdc.org 以供製作團刊之用。 Please email the information below to tweety.cy.ng@hktdc.org by **30 June 2024** for producing the delegation brochure. 1. 公司簡介 (英文，不超過350字，並以微軟文件格式儲存) Company Profile （in English, not more than 350 words in Microsoft Word format）
2. 公司標誌，請以JPG格式儲存 (像素: 最少300 dpi / 檔案大小: 超過1MB)Company Logo in jpg format (Resolution: at least 300 dpi / File size: exceed 1MB)
3. 出席是項活動之代表的近照，請以JPG格式儲存 (像素: 最少300 dpi / 檔案大小: 超過1MB)Photo(s) of delegate(s) in jpg format (Resolution: at least 300 dpi / File size: exceed 1MB)
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| **第三部份 Part III 聯絡人資料 Contact Person Information** |
| 中文姓名 Chinese Name |       | 英文姓名 English Name |       |
| 職位 Position |       |
| 直線電話 Direct Tel |       | 電子郵件 E-mail |       |
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| **第四部份Part IV 香港緊急聯絡資料 Emergency Contact in Hong Kong**\*第四及第五部份的個人資料將只會用於辦理行程及酒店手續，行程完畢資料隨即銷毀，香港貿易發展局 (貿發局) 將不予存檔。Information provided at Part IV and Part V will only be used for travel and hotel arrangement. It will be destroyed upon completion of the programme and will not be retained in the database of Hong Kong Trade Development Council (HKTDC).  |
| 中文姓名 Chinese Name |       | 英文姓名 English Name |       |
| 關係 Relationship |       |
| 直線電話 Direct Tel |       | 手提電話 Mobile No |       |
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| **第五部份Part V 航班及酒店安排Flight & Hospitality Arrangement** |
| 航班資料Flight Information | 國泰航空, CX 344航班 | Cathay Pacific, Flight CX 344 (2024年8月5日晚上7時正由香港啟程,晚上10時35分到達北京)(5 August 2024, Depart from Hong Kong at 19:00 / Arrive at Beijing at 22:35)阿斯塔納航空, KC 228航班 | Air Astana, Flight KC 228(2024年8月6日上午3時10分由北京啟程, 上午6時正到達阿斯塔納)(6 August 2024, Depart from Beijing at 03:10 / Arrive at Astana at 06:00)阿斯塔納航空, KC 652航班 | Air Astana, Flight KC 652(2024年8月8日上午8時40分由阿斯塔納啟程, 上午10時20分到達阿拉木圖)(8 August 2024, Depart from Astana at 08:40 / Arrive at Almaty at 10:20)阿斯塔納航空, KC 267航班 | Air Astana, Flight KC 267(2024年8月10日晚上9時20分由阿拉木圖啟程, 翌日上午4時55分到達北京)(10 August 2024, Depart from Almaty at 21:20 / Arrive at Beijing at 04:55+1)國泰航空, CX 345航班 | Cathay Pacific, Flight CX 345 (2024年8月11日上午7時25分由北京啟程, 上午11時05分到達香港)(11 August 2024, Depart from Beijing at 07:25 / Arrive at Hong Kong at 11:05) |
| 酒店名稱 Hotel Name | **Astana 阿斯塔納:**Sheraton Astana Hotel | 2024年8月6-8日（2晚酒店住宿）6-8/8/2024 (2 nights) |
| **Almaty 阿拉木圖:**Rixos Almaty | 2024年8月8-10日（2晚酒店住宿）8-10/8/2024 (2 nights) |
| 旅行證件姓名Name as shown on Travel Document | 中文 Chinese:        |
| 英文 English:       |
| 旅行證件類型Type of Travel Document  | [ ]  香港特區護照HKSAR Passport &  港澳居民來往內地通行證 Mainland Travel Permit for  HK and Macau Residents[ ]  其他Others:            | 旅行證件號碼Travel Document No. | 護照Passport  |       |
| 港澳居民來往內地通行證Mainland Travel Permit for HK and Macau Residents |       |
| 房間選擇 Choice of Room[ ]  吸煙房 Smoking Room [ ]  非吸煙房 Non-Smoking Room [ ]  其他Others:                (視乎房間入住及供應情況而定 subject to availability) |
| 膳食選擇Meal Preference[ ]  食品過敏Food Allergy (請註明Please specify:               ) [ ]  素食Vegetarian [ ]  其他Others (請註明Please specify:               )  |
| 備註: 住宿期間的額外消費(如電話費、房間送餐服務、收費電影等)，請於辦理退房時自行支付。Remarks: Delegates are kindly requested to settle their incidental expenses when checking out the hotel.**請於出發前檢查閣下旅行證件的有效日期，並預早辦理入境簽證 (如適用)。Please check the expiry date of your travel documents and make sure you have obtained all necessary visa/entry permits to enter the visiting countries in advance (if applicable).**  |

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| **六部份Part VI 參加費用及付款方法Participation Fee & Payment Method** |
| [ ]  參加費用為每位**港幣37,700元**Participation fee is **HK$37,700** per person 包括including:* 5程經濟艙機票 5-leg **economy class** airfares
* 2晚Sheraton Astana Hotel標準單人房住宿連早餐 2-night standard single-room accommodation with breakfast at Sheraton Astana Hotel
* 2晚Rixos Almaty標準單人房住宿連早餐2-night standard single-room accommodation with breakfast at Rixos Almaty
* 團體交通 Local group transportation
* 香港貿易發展局安排的交流活動 Networking events arranged by the HKTDC
* 行政費 Administrative fee

**或Or** [ ]  參加費用為每位**港幣57,900元**Participation fee is **HK$57,900** per person 包括including:* 5程經濟艙機票 5-leg **business class** airfares
* 2晚Sheraton Astana Hotel標準單人房住宿連早餐 2-night standard single-room accommodation with breakfast at Sheraton Astana Hotel
* 2晚Rixos Almaty標準單人房住宿連早餐2-night standard single-room accommodation with breakfast at Rixos Almaty
* 團體交通 Local group transportation
* 香港貿易發展局安排的交流活動 Networking events arranged by the HKTDC
* 行政費 Administrative fee

**或Or** [ ]  參加費用為每位**港幣13,800元**Participation fee is **HK$13,800** per person 包括including:* 2晚Sheraton Astana Hotel標準單人房住宿連早餐 2-night standard single-room accommodation with breakfast at Sheraton Astana Hotel
* 2晚Rixos Almaty標準單人房住宿連早餐2-night standard single-room accommodation with breakfast at Rixos Almaty
* 團體交通 Local group transportation
* 香港貿易發展局安排的交流活動 Networking events arranged by the HKTDC
* 行政費 Administrative fee
* 不包括機票，參加者請自行依照行程訂購機票。The airfares are not included in the fee. Participants are required to arrange airfare themselves, following the event programme

備註**Remarks:*** 是次考察團的中小企業市場推廣基金（SME Export Marketing Fund (EMF) 資助）申請正在等待工業貿易署批核。The application for the SME Export Marketing Fund (EMF funding) of this mission is pending for approval from the Trade and Industry Department (TID).
* 膳食費用不包括在內。Meal cost is not included.
* 以上交通及住宿安排將由貿發局代訂。Transportation and hotel accommodation listed above will be booked via HKTDC.
* 團體交通安排將根據代表團之行程提前預訂，出發日期及時間將不能更改。如公司代表未能隨團出發，該代表須另作交通安排，而參加費亦不會獲得扣減。Date & transportation schedule of group travel are fixed. If the company delegate(s) cannot join the group travel, they need to arrange their own travel. No partial refund on the participation fee will be allowed in this case。
* 行程表所列載的航班時間、交通、酒店等安排，將可能因應航空公司或其他不同情況而有所變動。The flight time, transportation, hotel and other arrangements listed in the itinerary may subject to change due to airline’s arrangement or other different circumstances.
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| * 行程表所列載的航班時間、交通、酒店等安排，將可能因應航空公司或其他不同情況而有所變動。The flight time, transportation, hotel and other arrangements listed in the itinerary may subject to change due to airline’s arrangement or other different circumstances.
* 參加者如更改交通/酒店安排，須另行繳付有關費用。Participants shall be responsible for the costs and charges in connection with their request to change any transportation arrangement and/or accommodation reservation.
* 以上參加費用並不包括入境簽證費用及旅遊保險，如有需要，參加者需自行辦理。Visa application fee and travel insurance are not included in the above participation fee.
* 如一家公司有超過一位代表參與活動，該公司需自行支付額外的交通及酒店費用，相關費用容後公佈。If a company wishes to send additional delegate(s) to take part in the mission, the company shall bear the resulting extra costs, including transportation and hotel accommodation. Relative expenses will be announced separately.
* 主辦單位保留參加名額之最後分配權。The Organiser reserves the right to decline any application should the applicants be considered not eligible to participate in the event.
* 若對活動行程有任何爭議，主辦機構（香港貿發局）保留最終決定權。主辦機構（香港貿發局）保留更改條款及細則、更改或終止活動行程的權利，恕不另行通知。In case of dispute over the programme, the decision of the Organiser (HKTDC) shall be final and binding. The Organiser (HKTDC) reserves the rights to vary the terms and conditions, change or terminate the programme without prior notice.
* 主辦單位保留權利解釋、更改及修改上述細則任何部分，以及在其認為有需要時發佈附加規則。The Organiser reserves the right to interpret, alter and amend any of the above terms and to issue additional information and regulations at any time as deemed appropriate.

如參加者退出，將**不獲任何參加費退款**. Participation Fee is **non-refundable** if the applicant withdraws from the mission. |
| **以支票付 By Cheque** | 支票號碼 Cheque No.:            |
| 金額Amount (HK$):            |
| 請將劃線支票（抬頭請註明**“香港貿易發展局”**）連同填妥之表格，交回香港灣仔港灣道一號會展廣場辦公大樓三十八樓香港貿易發展局商品貿易及創新部伍翠儀小姐收。Please return the completed application form with a crossed cheque made payable to “**Hong Kong Trade Development Council”** to 38th Floor, Office Tower, Convention Plaza, 1 Harbour Road, Wan Chai, Hong Kong (Attn: Ms Tweety Ng, Merchandise Trade and Innovation). |

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| **第七部份Part VII 業務資料Business Information** |
| **以下資料將用於代表團宣傳資料 Information below will be used in delegation-related materials** |
| **\* 業務性質** **Nature of Business**  |
| [ ]  | 第三方物流3PL  | [ ]  | 第四方物流 4PL | [ ]  | 電子商貿物流 E-Commerce Logistics |
| [ ]  | 貨物承運 Freight Forwarding  | [ ]  | 供應鏈管理解決方案Supply Chain Management Solution | [ ]  | 倉儲業務 / 倉庫 / 附加服務Warehousing / Storage/ Value-added Service |
| [ ]  | 貨櫃碼頭營運Container Terminal Operator | [ ]  | 海事保險Marine Insurance | [ ]  | 海事法律服務Maritime Legal Service |
| [ ]  | 船舶經紀 / 租賃Ship Broking / Chartering | [ ]  | 船舶融資Ship Finance | [ ]  | 船舶擁有 / 管理Shipowning / Ship Management |
| [ ]  | 班輪公司Shipping Line | [ ]  | 空運中心營運Air Cargo Terminal Operator | [ ]  | 航空公司Airline |
| [ ]  | 機場管理Airport Operator | [ ]  | 大數據及雲端科技供應商Big Data Analytics / Cloud Technology Providers | [ ]  | 貨物 / 運輸隊追蹤及監控解決方案供應商Cargo / Fleet Tracking & Monitoring Solution Providers |
| [ ]  | 跨國傳送 / 速遞 / 郵政服務供應商Cross-border Delivery / Express / Postal Service Providers | [ ]  | 電子商貿應用軟件 / 解決方案供應商E-commerce Application / Solution Providers | [ ]  | 人工智能Artificial Intelligence (AI) |
| [ ]  | 機械人Robotics | [ ]  | 行業組織Association | [ ]  | 其他（請註明）Others (please specify):             |
| **\* 主要市場Market of Expertise** [ ]  香港 Hong Kong [ ]  中國內地 Mainland China [ ]  東南亞 Southeast Asia [ ]  中亞 Central Asia [ ]  歐洲 Europe [ ]  其他（請註明）Others (please specify):                          \_\_\_ |

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| **\* 閣下此次參加代表團，希望與哪類型企業/合作夥伴建立聯繫？What kind of companies / business partners would you like to connect to?** |
| **業務性質 Nature of Business**[ ]  第三方物流 3PL [ ]  空運服務 Air Freight Services[ ]  電子物流解決方案 E-Logistics Solution[ ]  航運服務 Maritime Services[ ]  貨主 Shippers *(\*請註明產品行業 Please specify Product Industries)*[ ]  其他（請註明）Others (please specify):             \_\_\_\_\_\_\_\_  | **\*產品行業 Product Industries**[ ]  電子產品 Electronics[ ]  食品及飲料 Food & Beverage[ ]  成衣及飾品配件 Garment & Accessories[ ]  禮品及贈品 Giftware & Premiums[ ]  醫藥產品 Pharmaceutical products[ ]  其他（請註明）Others (please specify):              |
| **最想了解哪些市場資訊？ What kind of market information would you like to obtain?** |
|             |
| **其他有興趣的資訊? Any other interested areas?** |
|             |
| **閣下如何得悉是次代表團? How did you learn about this mission?** [ ]  香港貿發局電郵 Email from HKTDC [ ]  朋友推介 Referral from friend [ ]  香港貿發局網頁 hktdc.com [ ]  商會 Trade Association[ ]  其他 Others (請註明 Please specify):             |

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| 本公司 (公司名稱) We (Name of Company) |  |
| 茲申請參加香港物流業代表團訪問哈薩克斯坦，並同意遵守貿發局訂定及適時修改或增新之參與條款及附件。本公司明白及同意，所提供的資料只供作其旅程安排，團員之機構/公司資料則用於相關拜訪/參觀機構及企業參考之用。本公司保證及同意貿發局毋須負責任何錯漏。請留意是次營商代表團訪問期間可能會有拍攝及拍照作記錄，並用於貿發局的成功故事。活動結束後，成功故事將會刊登於我們網站 ( https://home.hktdc.com/tc/success-stories).Hereby apply for joining the Hong Kong Logistics Services Mission to Kazakhstan 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 understand and agree that the information provided herein will be used only for travel and hotel accommodation arrangements. The delegate’s Organisation / Company profile will be provided to the visiting organisations / companies for reference only. We accept that HKTDC shall not be liable for any error or omission. Please note that the activities of the business delegation may be filmed, photographed and/ or recorded. The videos and photographs taken in the course of the visit may be used for the publicity of the event through our HKTDC’s success story. It will also be available to our website (https://home.hktdc.com/en/success-stories) after the event.透過簽署此表格，本人知悉貿發局可將上述資料編入其全部或任何資料庫內、刊登於貿發局的成功故事、到訪團名冊^、內部分析，以及用於貿發局在私隱政策聲明 (載於網頁: https://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。By signing this application form, I acknowledge that the above information may be used by HKTDC for incorporation in all or any of its databases, listing on HKTDC’s success story, delegate booklet, internal analysis, and for any other purposes as stated in HKTDC's Privacy Policy Statement (https://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 in this application form. ^如閣下不欲將上述資料刊登於我們的到訪團名冊，請聯絡伍翠儀小姐以作安排。^If you do not wish your contact information to be published in our delegate booklet, please contact Ms Tweety Ng for the arrangement. |
|       |  |        |
| 姓名（正楷）Name (in Block Letters) |  | 職位Position |
|  |  |  |
| 日期Date |  | 公司印鑑及負責人簽署Company Stamp & Authorised Signature |

**CONDITIONS OF PARTICIPATION 參與條款**

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.