

# 商品貿易及創新部 活動申請表

**截止報名日期：2025年3月28日(五)**



## 香港電子商貿考察團訪問深圳 (2025年5月15至16日)

- ◆ All Information must be completed in **English** unless otherwise stated. 除註明外，所有資料請以**英文**填寫
- ◆ Please send the completed application form and payment to **Ms. Farrah Ngan (MT15)**, Hong Kong Trade Development Council.  
Address: 38/F, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong  
請填妥表格，連同支票寄往：香港灣仔港灣道1號會展廣場辦公大樓38樓 香港貿易發展局 顏小姐收 (Tel: 2584 4231)
- ◆ For enquiries 查詢請電: **Ms. Farrah Ngan (Tel: 2584 4231) / Mr. Robin Chen (Tel: 2584 4295)**

**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 

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**8.** Name of Holding/Subsidiary Companies in Hong Kong / Outside Hong Kong 香港/境外分公司名稱:  
\_\_\_\_\_

**9.** No. of Office Workers 職員數目 : In Hong Kong 香港 \_\_\_\_\_ Outside Hong Kong 境外 \_\_\_\_\_

**10.** No. of Factory Worker 工人數目 : In Hong Kong 香港 \_\_\_\_\_ Outside Hong Kong 境外 \_\_\_\_\_

**11.** Company Profile 公司簡介 : *The profile may be sent by e-mail to:* 公司簡介可以電郵傳送致: [farrah.yt.ngan@hktdc.org](mailto:farrah.yt.ngan@hktdc.org)  
\_\_\_\_\_  
(about 100 words including year of establishment, brief history, main business, and future development, etc.)  
\_\_\_\_\_  
約 100 字包括創立年份、簡史、主要業務範圍、及未來發展方向等有關資料等)  
\_\_\_\_\_

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. ☐ Commission Agent 代理商

6. ☐ Retailer 零售商

7. ☐ Others 其他 (Please Specified 請註明)

C. Sales Figures for the Past Two Years 過去兩年營業/出口額 (approximate figures 約數)

1. 2023 HK\$ 港幣 2. 2024 HK\$ 港幣

D. Product Category 產品類別

☐ Food& Beverage 食品及飲料

☐ Healthcare Supplements 保健產品

☐ Fashion Accessories 時尚配飾

☐ Others 其他 (Please Specify 請註明):

☐ Electronics 電子產品

☐ Beauty/Personal Care Products 美容/個人護理用品

☐ Household 家庭用品

☐ Garments 服裝

☐ Gift & Premium 禮品及贈品

☐ Watches & Clocks 鐘表

Brand Name(s)\* 品牌名稱:

Details of Products\* 產品詳情:

\*The information of brand name and products above will be listed in HKTDC's mission catalogue.

E. 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
<u>Asia 亞洲</u>		<u>Europe 歐洲</u>	
1. <input type="checkbox"/> Chinese mainland 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"/> Others 其他亞洲國家		<u>Others 其他</u>	
<u>Americas 美洲</u>		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			

F. Nature and Location of Investment in the Chinese mainland (if any) 在內地投資方式及地點 (如有)

Nature of Investment 投資方式

1. ☐ Joint Venture 合資

2. ☐ Sole Proprietorship 獨資

3. ☐ Cooperative 合作

4. ☐ Others 其他 (please specify 請註明)

Location of Investment 投資地點

G. Domestic Sales 內銷

Please indicate if your company is currently doing domestic sales in Mainland China 貴公司目前有否開展中國內銷業務

1. ☐ Yes 有

Format 銷售方式為 (multiple options 可選多項)

☐ Through distributor or sales agent 透過代理商或分銷商發售

☐ Through branch office or own retail store 透過分公司或自設零售店銷售

☐ Online sales 線上銷售

☐ Consignment in department store 在百貨公司托售

☐ Franchising 特許經營

☐ Wholesale 批發

☐ Others 其他 (please specify 請註明):

2. ☐ Under planning 計劃中

3. ☐ No 否

**H. Information of Contact Person for This Promotion 是項活動之聯絡人資料**

1a. Name	Mr./Miss/Mrs.	_____	2. Position Held 職位	_____
		(名稱 First Name) (姓氏 Last Name)		
1b. 中文姓名	_____	先生/小姐/女士	3. Direct Tel No. 直線電話	_____
4. Email 電子郵件	_____		5. Direct Fax No. 直線傳真	_____

**I. Name of Delegate(s) According to Travel Document 出席是項商貿代表團之公司代表名稱 (必須根據旅遊證件填寫)**

1.	Name in English	Mr./Miss/Mrs.	_____	中文姓名	_____	先生/小姐/女士
			(Last Name 姓氏) (First Name 名稱)			
	Position Held 職位	_____	Type of Travel Document Held 所持旅遊證件種類	_____		
2.	Name in English	Mr./Miss/Mrs.	_____	中文姓名	_____	先生/小姐/女士
			(Last Name 姓氏) (First Name 名稱)			
	Position Held 職位	_____	Type of Travel Document Held 所持旅遊證件種類	_____		

**J. Objective(s) of Joining this Mission 參加是項商貿代表團的主要目的**

- |                                                                 |                                                                      |
|-----------------------------------------------------------------|----------------------------------------------------------------------|
| 1. <input type="checkbox"/> Visit E-commerce Platform 參訪電商平台    | 2. <input type="checkbox"/> Establish New Contacts 建立新的業務聯繫          |
| 3. <input type="checkbox"/> Conduct Market Study 開展市場考察         | 4. <input type="checkbox"/> Study Successful Cases 學習成功經驗            |
| 5. <input type="checkbox"/> Learn Policies and Supports 了解政策及扶持 | 6. <input type="checkbox"/> Explore Service Provider 對接專業服務, 如營銷、支付等 |
| 7. <input type="checkbox"/> Establish Business Locally 開設當地業務   | 8. <input type="checkbox"/> Others 其他 (please specify 請註明): _____    |

**K. Challenges Encountered in E-commerce Business 發展電商業務時面對的挑戰**

- |                                                                 |                                                                   |
|-----------------------------------------------------------------|-------------------------------------------------------------------|
| 1. <input type="checkbox"/> Lack of Resources 缺乏平台和行業資源         | 2. <input type="checkbox"/> Unfamiliar with the Market 不熟悉市場和營銷   |
| 3. <input type="checkbox"/> Fierce Market Competition 市場和價格競爭激勵 | 4. <input type="checkbox"/> Lack of Marketing Experts 缺乏專業人才      |
| 5. <input type="checkbox"/> High Financial Costs 財務成本高          | 6. <input type="checkbox"/> Others 其他 (please specify 請註明): _____ |

**L. Support Services Expected to be Connected During the Mission 代表團訪問期間希望對接的支援服務**

- |                                                                        |                                                                   |
|------------------------------------------------------------------------|-------------------------------------------------------------------|
| 1. <input type="checkbox"/> Establish E-shop or Company 開設網店或公司        | 2. <input type="checkbox"/> Professional Services 專業服務 (如支付、物流等)  |
| 3. <input type="checkbox"/> Marketing Services 市場推廣 (如直播、客服等)          | 4. <input type="checkbox"/> Policy Inquiry 政策諮詢                   |
| 5. <input type="checkbox"/> Contact Government and Association 聯絡政府及商會 | 6. <input type="checkbox"/> Others 其他 (please specify 請註明): _____ |

**M. Participation Fee 參加費用**

Fee per person 參加費用(每位)	Package Fee Includes 費用包括				No. of Delegate(s) 參加人數	Amount 合計
	Hotel Accommodation 當地住宿	Admin Fee 手續費	Local Transportation 當地交通	Networking Meals 官方餐宴		
HK\$1,885	Share Twin 雙人房	✓	✓	✓		HK\$
HK\$2,480	Single Room 單人房	✓	✓	✓		HK\$
Total Amount 總計:						HK\$

**Remarks 備註:**

- The Participation Fee includes two days lunch, **excludes** round-trip transportation, visa application, causal meal expenses, travel insurance and personal expenditure etc. 費用包括二天官方午餐, **不包括**往返跨境交通、簽證申請、餐飲費(官方餐宴除外)、旅行保險及個人開支費用等。
- Hotel accommodation will be arranged by the appointed travel agent of HKTDC, more information shall be announced in due course. 由於行程緊密, 貿發局將指定旅行社安排當地酒店住宿乙晚, 詳情將於稍後公佈。
- Twin-sharing room package is ONLY applicable for minimum 2 delegates traveling together and are required to pair up with the roommates themselves. If no roommates are available, the payment of the room price difference is required. 如選擇雙人房, 未能自行組合同房者, 則需補回房間差價。費用以貿發局指定之旅行社報價為準。
- If you wish to have extra hotel accommodation and round-trip high-speed train ticket to be arranged by the appointed travel agent of HKTDC, or arrange your own local accommodation, please contact HKTDC for more information and additional fee details. 如希望由貿發局指定旅行社安排額外酒店住宿及來回高鐵票, 或自行安排當地住宿, 請向貿發局查詢有關詳情及費用安排。

## Payment & Application Deadline 繳款及截止報名日期：28 March 2025 (Friday)

Participation fee (immediate payment in full) by cheque should be made payable to “Hong Kong Trade Development Council” and mail to

Ms. Farrah Ngan (MT15), Hong Kong Trade Development Council,  
38/F, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong

參加費用(全費)應以支票(現票)支付。支票抬頭請註明「香港貿易發展局」並寄往：香港 灣仔 港灣道 1 號 會展廣場辦公大樓 38 樓 香港貿易發展局 顏小姐(MT15)收。

Participation Fee is non-refundable once your application is accepted. 申請一經接納，參加費用將不獲退回。

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

公司名稱 We (Name of Company)

申請參加「香港電子商貿考察團訪問深圳」。本公司明白申請一經接納，參加費用將不獲退回。We hereby apply to participate in the **Hong Kong E-tailing Business Mission to Shenzhen**. We understand that the Participation Fee is non-refundable once our Application is accepted.

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加細則（會被不時修訂或更新）。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 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.

本公司明白，我們提供的資料將會儲存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「香港電子商貿考察團訪問深圳」之用。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 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 **Hong Kong E-tailing Business Mission to Shenzhen**. We agree that the Organiser bears no responsibility for any error or omission in relation to the information.

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商貿代表團的權利。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 Mission at the Council’s sole and absolute discretion.

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。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.

☐ 若貴公司不欲將有關資料轉交其他機構作為推廣「香港電子商貿考察團訪問深圳」之用，請在此空格內加上√號。If you do not wish to have your information pass on to third parties for promotion of the Hong Kong E-tailing Business Mission to Shenzhen, please √ against the box.

Company Stamp & Authorized Signature

公司印章及負責人簽署

Date 日期

Full Name of Authorized Signature 負責人姓名

Position Held 職位

# CONDITIONS OF PARTICIPATION

## 1. DEFINITIONS

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

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

"Application" means the application by the Applicant to participate in the 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.

"Mission" means the mission 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 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 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 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 Mission.

## 3. PAYMENT

(a) Upon submission of its Application, the Applicant shall pay to the Council the Participation Fee.

(b) 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.

(c) 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.

(d) 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.

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

(f) 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.

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

## 4. PARTICIPATION IN THE MISSION

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

(b) 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.

(e) The Participant shall use its best endeavours to uphold the reputation of the Council and to promote the success of the Mission.

## 5. PRODUCTS

(a) The Council shall have an absolute discretion to accept or reject any of the Products for exhibiting during the Mission 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 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 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 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 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 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 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 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 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 Mission shall be held by any competent authorities.

(c) In the event that the Participant's right to participate in the 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 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).

(c) 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 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 or fax.

(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.

(c) Every notice or demand shall be deemed to have been received in the case of a telex, or fax, 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 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.