

# 製造業拓展活動申請表

密件



## Computex 2012 (5 – 9 June 2012)

# 台北國際電腦展 2012

Organiser 主辦單位:



**Application Deadline 截止報名日期：24 February 2012 (Friday) 二零一二年二月二十四日（星期五）**

**Important 重要事項**

- ◆ All Information must be supplied in English unless otherwise stated 除註明外，所有資料請以英文填寫  
◆ Please send your application, along with the cheque and a copy of your Business Registration, to: “38/F Office Tower, Convention Plaza, 1 Harbour Road, Wan Chai, Hong Kong – Attn: Ms. Carrie Leung (PPE)”  
請將申請表連同支票及商業登記副本寄至：香港灣仔港灣道 1 號會展廣場辦公大樓 38 樓 – 梁家慧小姐收

## A. Company Information 公司資料

- |     |   |  |
|-----|---|--|
| 1a. | Company Name in English   |  |
| 1b. | 公司中文名稱  |  |
| 2.  | Registered Office Address<br>公司登記地址   |  |
|     | Correspondence Address<br>通訊地址  |  |
|     | <input type="checkbox"/> 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. ☐ Commission Agent 代理商
6. ☐ Retailer 零售商
7. ☐ 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.    2009    HK\$ | 2.    2010    HK\$ |
|--------------------|--------------------|

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

- |   |  |
|---|--|
| <b>1a. Name</b> Mr / Ms    _____<br><div style="text-align: center; margin-top: -10px;"> <span style="margin-right: 100px;">(名 First Name)</span> <span>(姓 Last Name)</span> </div> | <b>2. Position</b> 職位    _____         |
| <b>1b. 中文姓名</b> _____<br><div style="text-align: center; margin-top: -10px;">先生/小姐</div>  | <b>3. Direct Tel No.</b> 直線電話    _____ |
| <b>4. Email</b> 電子郵件    _____   | <b>5. Direct Fax No.</b> 直線傳真    _____ |

**<IMPORTANT> Email is our primary mode of contact, so only supply an email account that is regularly checked!**

**<重要> 電子郵件為主要聯絡方式，請提供一個常用的電子郵箱！**

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

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

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

- ☐ Increase of Sales 增加銷售額 ☐ Launch new products 推出新產品
- ☐ Gain market exposure 獲取市場經驗 ☐ Promote company image 推廣公司形象
- ☐ Conduct market study 市場考察 ☐ Test market potential 測試產品的市場潛力
- ☐ Appointment of agent/distributor 委任代理商/分銷商 ☐ Establish new contacts 建立新的業務聯繫
- ☐ Others 其他 (Please Specify 請註明) \_\_\_\_\_

**G. Product Category 產品類別****Audio-Visual Products 影音產品**

1. ☐ Amplifier
2. ☐ Car Audio System
3. ☐ Digital Audio System
4. ☐ Discman/MD Walkman
5. ☐ DVD / VCD Player
6. ☐ Earphone / Headphone
7. ☐ Electronic Musical Instrument
8. ☐ Hi-Fi Equipment
9. ☐ Home Theatre Equipment
10. ☐ Loudspeaker
11. ☐ Microphone
12. ☐ MP3 Player
13. ☐ PAS (Public Address System)
14. ☐ Radio AM/FM
15. ☐ Speaker
16. ☐ Television

**Computer & Peripherals 電腦及週邊設備**

17. ☐ Cable / Wire
18. ☐ CD / DVD Drive
19. ☐ Computer Function Card
20. ☐ Hand-held Computer & PDA
21. ☐ Input Device
22. ☐ Internet / LAN / Connectivity Equipment
23. ☐ Monitor
24. ☐ Printer & Accessories
25. ☐ Software
26. ☐ Wireless Products

**Consumer Electronics (Misc.) 消費電子產品 (雜項)**

27. ☐ Calculator
28. ☐ Camera
- ☐ Others 其他 (Please Specify 請註明) \_\_\_\_\_

Brandname(s) if any 品牌名稱 \_\_\_\_\_

Product Details 產品詳情 \_\_\_\_\_

29. ☐ Electronic Gift & Premium
30. ☐ Fitness & Healthcare System
31. ☐ Games & Toys (Electronic)
32. ☐ Watch / Clock / Timer (Electronic)

**Electrical Home Appliances 家庭電器產品**

33. ☐ Air Conditioner
34. ☐ Air Purifier
35. ☐ Blender
36. ☐ De-humidifier
37. ☐ Fan (Electrical)
38. ☐ Heater (AC)
39. ☐ Induction Cooker
40. ☐ Microwave Oven
41. ☐ Refrigerator
42. ☐ Rice Cooker
43. ☐ Toaster
44. ☐ Vacuum Cleaner

**Electronic/Electrical Components & Accessories****電子/電器零件及配件**

45. ☐ Adapter (Electrical)
46. ☐ Battery
47. ☐ Measuring Device
48. ☐ Transformer
49. ☐ UPS (Uninterruptible Power Supply)

**Telecommunication Products 電訊產品**

50. ☐ Answering Machine / Caller ID Display
51. ☐ Antenna & Receiver
52. ☐ Telephone
53. ☐ Satellite Communication
54. ☐ Walkie Talkie / Mobile Radio

## H. Existing Markets of the Products to be Promoted 有關產品的現有市場及比重

| Country / Region<br>國家 / 地區                       | % of Total Sales<br>佔總銷售額百分率 | Country / Region<br>國家 / 地區                  | % of Total Sales<br>佔總銷售額百分率 |
|---|------------------------------|--|------------------------------|
| <b>Asia 亞洲</b>                                    |                              | <b>Europe 歐洲</b>                             |                              |
| 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         | _____                        | <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        | _____                        |  |                              |

## Participation Fee 參加費用

| Booth Size<br>展位面積 | No. of Booth(s)<br>展位數量 | 9sqm<br>Participation Fee<br>每 9 平方米參展費 | Total<br>Participation Fee<br>總參展費 | Deposit<br>訂金<br>(40% of Total<br>總參展費之四成) | Balance<br>餘款<br>(60% of Total<br>總參展費之六成) |
|--------------------|-------------------------|---|------------------------------------|--|--|
| 9 sqm              |                         | HK\$42,000.-                            |                                    |  |  |

◆ **Application deadline 截止申請日期: 24 February 2012 (Friday) 二零一二年二月二十四日 (星期五)**

◆ Please enclose 2 cheques with the application form 請在郵寄申請表時附上兩張支票:

- Cheque 1: Deposit (40% of total payment), payment due 24 February 2012  
第一張支票: 訂金 (總參展費四成), 於二零一二年二月二十四日前付款
- Cheque 2: Balance (60% of total payment), payment due 16 March 2012  
第二張支票: 餘款 (總參展費六成), 於二零一二年三月十六日前付款

◆ The cheques should be made payable to 支票抬頭請寫: "Hong Kong Trade Development Council".

◆ Booth allocation is subject to availability. HKTDC reserves the right to final decision.  
展位分配按情況而定。香港貿發局保留最終決定權。

The participant may request for additional facilities and services for the purposes of the Exhibition such as shipment of samples, extra stand facilities, interpreters, etc. upon or after submission of the Application Form. All requests must be made in writing, together with check payment as deposit. The Council may at any time request an additional amount to be paid by the participant if the deposit is insufficient to settle the anticipated expenses. The participant is liable for the balance due to the Council where the actual cost exceeds the deposit.

We (Name of Company) \_\_\_\_\_

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

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

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

**We hereby confirm our wish to be considered for HKTDC Hong Kong Pavilion at Computex 2012. I agree that HKTDC has the final discretion on the acceptance of our application.**

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 Hong Kong Pavilion at the Exhibition, made by submitting the Application Form together with all necessary payments to the Council.

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

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

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

"Council" means the Hong Kong Trade Development Council.

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

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

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

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

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

"Initial Deposit" means an amount equal to 40% of the Participation Fee expressed as item C of Section I of the Application Form and where applicable, the shipping deposit expressed as item E of Section I of the Application Form.

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

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

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

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

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

### **2. ACCEPTANCE**

- The Applicant must be a Hong Kong entity with a valid Hong Kong business registration certificate with substantial operations in Hong Kong.
- The Executive Director, on behalf of the Council, may in his absolute discretion accept or reject the Application without providing any reasons therefor.
- The Applicant represents and warrants that none of its Related Companies, associates, or persons or companies that are effectively under its control has applied to participate in the Hong Kong Pavilion at the Exhibition. The Council has an absolute discretion to reject the Application or withdraw its acceptance of the Application if the Applicant shall have breached this warranty and representation.

### **3. PAYMENT**

- 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.
- 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:
  - 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
  - the full amount of the Optional Participation Expenses if such request is made on-the-spot during the Exhibition (see paragraph 3(e) below).
- 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.
- 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.
- 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.
- 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.
  - 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.
  - 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.
- 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.
  - 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.
- All payments by the Participant to the Council shall be made promptly without any deduction, set-off or counterclaim.
- 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.
- 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.
- 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.

- 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**

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

### **5. BOOTH**

- The Council will in its absolute discretion allocate 1 Booth to the Participant by way of a licence for the exhibition of its Products. The Participant shall have no claims whatsoever against the Council in respect of any loss or damage suffered by the Participant and/or its officers, representatives, agents and employees (including without limitation any loss or damage arising from any liability incurred to third party) whatsoever caused by the location, construction or material of the Booth allocated to it unless such loss or damage involves death or personal injury resulting from the negligence of the Council.
- The Participant shall not assign its licence to occupy the Booth or part with the possession of or permit any third party to occupy the Booth or any part thereof regardless of the relationship between the third party and the Participant.
- 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 absolute discretion require the Participant to withdraw or alter in any way the presentation of any Products or Publicity Material.
- No alteration or addition to the Booth or its fittings may be made by or on behalf of the Participant without the prior permission of the Project Manager.
- The Participant must not obstruct or cause to be obstructed any entrances to or passage to or passage ways in the Exhibition.

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

- The Participant must be represented at the Exhibition by at least 1 Delegate.
- Any Delegate nominated to represent the Participant at the Exhibition must be a senior executive of the Participant.
- The Participant shall ensure that :-
  - at least one Delegate shall be in attendance at its Booth at all times when the Exhibition is open to visitors;
  - 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;
  - 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.
- 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.
- The Participant shall use its best endeavours to uphold the reputation of the Council and to promote the success of the Hong Kong Pavilion at the Exhibition.
- The Participant shall abide by the regulations contained in the official application form submitted to the organisers of the Exhibition by the Council on behalf of the Participant. Such regulations are deemed to be an integral part of the Conditions.

### **7. PRODUCTS**

- The Council shall have an absolute discretion to accept or reject any of the Participant's products for exhibiting in the Hong Kong Pavilion at the Exhibition without providing any reasons therefor.
- The Participant may only exhibit Products which are manufactured in Hong Kong or made by Hong Kong entities.
- 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.
- 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.
- 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.
- The Participant shall be solely responsible for and shall settle all expenses and liabilities incurred by it in relation to its participation in the Hong Kong Pavilion at the Exhibition including without limitation all shipping and transportation charges, customs duties, handling charges and other costs and expenses arising from the shipment or any other mode of transportation of the Products in connection with the Exhibition. If the Council pays any of such charges, duties, costs or expenses on behalf of the Participant it shall be entitled to reimbursement from the Participant on demand and may offset any amount held by it on behalf of the Participant against such payment.

### **8. PUBLICITY**

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

### **9. INFORMATION**

- 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.

- 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.

### **10. TERMINATION OF RIGHT TO PARTICIPATE**

- Without prejudice to the Council's other rights and remedies, the Council has the right to terminate forthwith by notice the Participant's right to participate in the Hong Kong Pavilion at the Exhibition on or following the occurrence of any of the following events:-
  - if the Participant or any of its Delegates, officers, representatives, agents or employees commits a breach of any of the Conditions;
  - 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;
  - if the Executive Director in his absolute discretion decides that such right shall be terminated;
- The Participant's right to participate in the Hong Kong Pavilion at the Exhibition shall automatically terminate in the event that all its Delegates are refused entry visa or entry permit to the country or place where the Exhibition shall be held by any competent authorities.
- In the event that the Participant's right to participate in the Hong Kong Pavilion at the Exhibition is terminated, any expenses incurred by the Council for and on behalf of the Participant prior to such termination and all other expenses reasonably incurred by the Council as a consequence of such termination shall be paid on demand by the Participant to the Council.
- The Council reserves the right to terminate the Exhibitor's right to participate in any future Hong Kong Pavilion at the Exhibition if the Exhibitor is found to have committed any act including but not limited to failing to respect intellectual property rights of any other party, non-compliance with product safety, environmental laws and/or any other act which, in the sole opinion of the Organiser of the Exhibition and the Council, might damage the reputation and/or image of Hong Kong, its industries, the fair, the Organiser of the Exhibition and/or the Council or if the Executive Director in his absolute discretion decides that such right shall be terminated.

### **11. CANCELLATION**

The Council reserves the right to cancel the Hong Kong Pavilion at the Exhibition 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 participate in or hold the Exhibition.

### **12. EXCLUSION OF LIABILITY**

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

### **13. CONFIDENTIAL INFORMATION**

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

### **14. 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.

### **15. NOTICE**

- Every notice or demand shall be in writing but may be given or made by post, cable, telex or fax.
- 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.
- 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.

### **16. GENERAL**

- 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.
- 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.
- 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.

### **17. 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.