

APPLICATION FORM – PRODUCT PROMOTION

CONFIDENTIAL

製造業拓展活動申請表

密件



Style Hong Kong Pavilion in Chengdu
香港時尚館 • 成都

Style Hong Kong Pavilion at
Western China International Fair,
Chengdu (20-25/9/2012) 香港時尚館 • 成都



**Application
Deadline
截止報名日期
12 April 2012**

Important

- ◆ 除註明外，所有資料請以中文填寫 All Information must be completed in Chinese unless otherwise stated.
- ◆ 公司名稱將用作攤位之公司招牌 The "Company Name" will be used to produce fascia board at your stand.
- ◆ 下列資料將用於印刷大會場刊 The information listed below will be used in the Fair Catalogue.
- ◆ 請將申請表寄往以下地址 Mail completed application to:
38/F Office Tower, Convention Plaza, 1 Harbour Road, Wan Chai, HK – Attn: William Wong

A. Company Information 公司資料

- 1a. Company Name in English _____
- 1b. 中文公司名稱 _____
2. Registered Office Address 公司登記地址 _____
Correspondence Address 通訊地址 _____
 Same as above 同上 _____
3. Tel No. 電話 _____ 4. Fax No. 傳真 _____
5. Email 電子郵件 _____
6. Web-Site 網址 _____
7. Business Registration Certificate No. 商業登記證號碼

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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 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. Investment / Representative Office in Chinese mainland 國內三資企業 / 代表辦事處

1. Joint Venture 合資 Wholly-Owned 獨資 Co-Operation 合作
2. Company Name in Chinese 中文公司名稱 _____
3. Address in Chinese 中文地址 _____
4. Postal Code 郵編 _____
5. Tel No. 電話 _____ 6. 傳真 Fax No. _____
7. Contact Person 聯絡人 _____ 8. 職位 Position Held _____

C. Nature of Business 業務性質

1. Importer 入口商 2. Exporter 出口商 3. Re-Exporter 轉口商
4. Manufacturer 生產商
 Factory in Hong Kong 生產設施設於香港 Factory outside Hong Kong 生產設施設於香港境外
(Please specify 請註明) _____
5. Others 其他 (Please specify 請註明) _____

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

1. 2010 HK\$ _____ 2. 2011 HK\$ _____

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

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

F. 公司簡介 Company Profile

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 Year of establishment, brief history, main business, and future development, etc. (約 100 字 about 100 words)

G. 內銷許可證 Domestic Sales Permit

貴司是否持有內銷許可證 Please indicate if your company has the Domestic Sales Permit: Yes 有 No 否

H. 出席是項活動之公司代表名稱 Name of Delegate(s)

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

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

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

J. 產品類別 Product Category (只選一項，評核小組將按以下所選之產品類別作評核)

- 食品及飲料 Food & Beverage
- 服裝 Fashion and Fashion Accessories
- 男裝 Men's Wear
 - 女裝 Women's Wear
 - 童裝 Children's Wear
 - 便服 Casual Wear
 - 運動服裝 Sportswear
 - 針織服裝 Knitwear
 - 皮草服裝 Fur Clothing
 - 皮革及麂皮服裝 Leather & Suede Clothing
 - 內衣及睡衣 Underwear & Nightwear
 - 鞋類 Footwear
 - 眼鏡架、鏡片、部件及配件 Spectacle Frames, Lens & Accessories
 - 人造首飾及髮飾 Imitation / Costume Jewellery & Hair Ornament
 - 其他 Others (請註明 Please specify) _____
- 禮品及贈品 Gift & Premium
請註明：_____
- 家庭用品 Household
- 家庭電器產品 Electrical Home Appliances
 - 消費電子產品 Consumer Electronics
 - 其他 Others (請註明 Please specify) _____
- 其他 Others (請註明 Please specify) _____

Note: Valid China Compulsory Certificate (3C) is required for Electronic and Toy Products while a valid production licence and certificate is required for Food Products. 注意：電子產品、玩具需獲有效 3C 認證。食品需獲有效期三年食品生產許可證及有效期一年海關檢驗檢疫證。

是次推廣之品牌 Brandname(s) _____

展品簡介 Descriptions of Exhibits _____

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

Country / Region 國家 / 地區	% of Total Sales 佔總銷售額百分率	Country / Region 國家 / 地區	% of Total Sales 佔總銷售額百分率
Asia 亞洲		Europe 歐洲	
1. <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 義大利	_____
6. <input type="checkbox"/> South East Asia 東南亞	_____	18. <input type="checkbox"/> Spain 西班牙	_____
7. <input type="checkbox"/> Taiwan 台灣	_____	19. <input type="checkbox"/> Others 其他歐洲國家	_____
8. <input type="checkbox"/> Other Asian Countries 其他亞洲國家	_____	Others 其他	
Americas 美洲		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	_____		

L. 參展費用 Participation Fee

	A	B	C Special Offers – please tick <input checked="" type="checkbox"/>	D = B X A / B x C
	參展費用 (每 15 平方米展臺計) Participation Fee / 15 sqm booth	展臺數量 No. of Booth(s)	2012 年 3 月 9 日或之前 85 折優惠 15% off on or before <u>9 Mar 2012</u>	總金額 Total Amount (HK\$)
1	特級展臺* Premium Booth @HK\$28,600**		<input type="checkbox"/> HK\$24,300	
2	標準展臺 Standard Booth @HK\$25,300**		<input type="checkbox"/> HK\$21,500	
3	光地*** Raw Space @HK\$1,260/sqm**		<input type="checkbox"/> HK\$1,070	

註 Note:

* 「特級展臺」為協助參展商突顯其公司及品牌形象而設，配合時尚，及獨特的攤位設計，更能吸引消費者及買家到訪其展位。特級展臺面積最多為 45 平方米。

Premium booth – With a stylish and unique booth design, it can help exhibitors to accentuate its company image/brand and attract more consumers and buyers to visit. The maximum size of premium booth is 45 m².

** 所有於 2012 年 3 月 9 日以後遞交的參展申請，將按標準價收費。

All applications received on or after **9 March 2012** will need to pay the standard price.

*** 展覽光地面積以 15 平方米為單位及不可少於 45 平方米。Raw Space must be taken in multiples of 15m² with a minimum of 45m².

光地租金不包括電費、地毯及傢俬。Participation fee of raw space excludes electricity fare, carpet and furniture.

光地搭建設計圖須交本局批核。Design layout plan must be submitted for the Council's approval.)

申請(包括但不限於展位種類及面積)會否被接納取決於多種因素，包括申請公司於「計分制」(詳情請參閱附件)中所得之分數、展覽場地可供使用空間、大會對整體「展覽會」的規劃等。Admission to the Fair will be at the discretion of the Organiser. Whether an application (including but not limited to the booth type and size) will be accepted depends on a number of factors, including the applicant's score obtained in the Point System (please refer to the enclosure for details about the Point System), space availability, the overall planning of the Fair, etc.

參展商可申請中小企市場推廣基金，最高資助額為項目總費用的 50% 或 5 萬元。詳情請瀏覽 www.smefund.tid.gov.hk

Successful applicants for this fair are eligible for applying the SME Export Marketing Fund sponsored by the HKSAR Government. The maximum amount of grant for each successful application will be 50% of the total approved expenditures incurred by the applicant or \$50,000. For more details, please visit www.smefund.tid.gov.hk.

參展費(全費) 應以支票支付，支票抬頭請註明「香港貿易發展局」。

Participation fee (in full payment) should be payable by cheque and addressed to "Hong Kong Trade Development Council".

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.

M. 供大會評估之公司資料(請細閱「取錄政策」) Company Details for Assessment (please see the Admission Policy)**1. 公司背景 Company Background****管理及品質規格 Management and Quality Standards**

- 生產管理認證·如: ISO 9000, SA 8000 ; 或管理獎項如: Six Sigma (六西格瑪)證書 Manufacturing management accreditation such as ISO 9000 or SA 8000; or management awards/accreditation such as Six Sigma certification.
- 環保生產證書 (如:ISO 14000), 或合乎道德採購準則 (如: ICTI)及綠色生產規格 Environmentally friendly manufacturing certification such as ISO 14000, or the meeting of ethical sourcing standards such as ICTI and green manufacturing standards.

2. 產品設計、原創性及其特點 Product Design, Originality and Special Features**產品品質 / 優質設計獎項 Product Quality / Design Awards**

獎項 Awards	國家 Country	年份 Year	頒授機構 Awarded by
1.			
2.			
3.			

3. 品牌發展及相關推廣活動 Branding and Its Related Promotion Activities

- 申請公司為香港/中國內地/海外註冊品牌之擁有者/代理/被授權者 Owner / licensee / representative of a brand registered in HK / mainland / overseas.

品牌名稱 Name of Brand(s)	品牌名稱 Name of Brand(s)
1.	4.
2.	5.
3.	6.

- 於香港/中國內地/海外市場已設有零售點銷售所屬品牌之產品 Point of Sales under your own brand in HK / mainland / overseas

品牌名稱 Name of Brand(s)	銷售點數量 # of Point of Sales	地點 Location
1.		
2.		
3.		

- 品牌於香港/中國內地/海外市場消費者層面推廣 Brand promotion at the consumer level in HK / mainland / overseas

品牌名稱 Name of Brand(s)	宣傳期間 Duration	宣傳手法 (如報紙、雜誌等) Promotion method, e.g. newspaper, magazine, etc	傳媒名稱 Name of media
1.			
2.			
3.			

4. 其他考慮因素**過往參與貿發局活動之經驗 HKTDC's Participation History**

推廣活動 Promotional Activities	地點 Location			
<input type="checkbox"/> 由 2007 年起曾參與本局在中國內地所舉辦的「香港時尚購物展」、「香港潮流商品(廣州)展覽會」或「香港時尚購物展成都」兩次或以上 Participation at HKTDC's Style Hong Kong Shows on the mainland for 2 times or more since 2007	1.		4.	
	2.		5.	
	3.		6.	
<input type="checkbox"/> 「香港·設計廊」(香港店或北京店) Design Gallery Shop (Hong Kong or Beijing)				
<input type="checkbox"/> 「香港·設計廊」(網上店) Online Design Gallery				

5. 接納參展申請機制 Admission Policy

主辦機構有權決定是否接納參展之申請及要求。申請(包括展位種類及面積)會否被接納取決於多種因素·包括申請公司的評核結果、展覽場地面積、大會對整體「展覽會」的規劃等。評核小組將根據申請人隨同申請表格所提交之檔進行評核(請選擇所有適用之項目):

Admission to the Fair will be at the discretion of the Organiser. Whether an application (including the booth type and size) will be accepted depends on a number of factors, including the review panel's recommendation (please refer to the enclosure for details about the Admission Policy), space availability, the overall planning of the Fair, etc. The Review Panel will evaluate the Applicant's eligibility based on the relevant documents submitted with the applications (please tick ALL that are applicable):

- A. 管理及品質規格證明
Evidence on Management and Quality Standards
- B. 優質設計/推廣獎項證明
Evidence on Design / Marketing Excellence
- C. 註冊品牌證明
Evidence on Registered Brands
- D. 零售點證明
Evidence on Point of Sales
- E. 品牌及其有關之推廣活動證明
Evidence on Branding and Its Related Promotion Activities

N. 展位分配政策 Booth Allocation Policy

- There are THREE types of booths within each product category, namely Standard Booth, Premium Booth and Raw Space of which each type of booth must be taken in the unit of 15 m² with the maximum size of Premium Booth as 45 m² and the minimum size of Raw Space as 45m². 每個產品類別可分為光地、特級展臺及標準展臺。展覽面積以 15 平方米為單位，特級展臺面積最多為 45 平方米，而光地面積不可少於 45 平方米。
- Booth selection starts from the batch of larger size first, followed by smaller size. 展會場地將劃分為不同展區，各展區內參展商之抽籤次序將由展位面積大小而定，即申請較大面積者將獲選擇展位之優先權，由大至小，如此類推。
- In case of the same size, priority in booth selection shall come in order of 1. Raw Space, 2. Premium Booth and 3. Standard Booth. 申請相同面積之參展商選擇展位之次序應為光地、特級展臺及標準展臺。
- In case there is more than one booth available in the same size of the batch, participants are required to draw, in alphabetical order, for the priority to choose their booth location. 於同一類別之攤位，申請相同面積之參展商將一同抽籤以決定選擇展位之次序。

Free Promotion at hktdc.com 免費試用「貿發網」推廣服務

Exhibitors at all Product Promotion events can now enjoy 12-months' online promotions at hktdc.com (www.hktdc.com). Eligible exhibitors are entitled to post company information and product photos at www.hktdc.com (English website: 3; Chinese website: 3) for free, to maximise their multi-channel marketing opportunities to key buyers worldwide. 所有製造業拓展活動合資格的參展商現可免費在「貿發網」(www.hktdc.com) 登載其公司資料和產品照片(英文網站: 3 張; 中文網站: 3) 為期 12 個月，以加強對國際買家的推廣機會。

Remark 備註：

1. This special offer is only available to new advertisers. Current and past advertisers on hktdc.com are not eligible to take part. 此試用服務僅適用於新的廣告客戶，現有及舊有的「貿發網」(www.hktdc.com) 廣告客戶均不可享有此免費試用服務。
2. However, eligible exhibitors who are already advertising on hktdc.com (with the 12 month company information/10 product photos package) are entitled to post additional photos (English website: 3; Chinese website: 3) at the website. 但已參加「貿發網」(www.hktdc.com) 網上推廣計劃的合資格參展商 (已登載公司資料和產品照片 10 張，為期 12 個月) 均可於貿發網上登載額外產品照片(英文網站: 3 張; 中文網站: 3)。
3. For the terms and conditions of this free promotion offer, please refer to http://info.hktdc.com/terms_freelisting/index.htm 關於此免費試用推廣服務的具體條款及規則，請參閱 http://info.hktdc.com/terms_freelisting/chi/index.htm。

We (Name of Company) 公司名稱 _____

hereby apply to join the Style Hong Kong Pavilion at Western China International Fair, Chengdu 2012. We agree to abide by the "Conditions of Participation" as may be amended and updated from time to time set out below by the Hong Kong Trade Development Council (the "Organiser" / "Council" / "HKTDC"). We understand that the information provided by us will be included into the HKTDC's databank and the Organiser can make use of our information for trade promotion purposes or pass on to third parties for promotion of the Style Hong Kong Pavilion at Western China International Fair, Chengdu 2012. We agree that the Organiser bears no responsibility for any error or omission in relation to the information. 申請參加香港時尚館·成都 2012，並同意遵守香港貿易發展局（“香港貿發局” / “主辦機構”）訂定的參展細則及展覽規例（會被不時修訂或更新）。本公司明白，我們提供的資料將會存儲在香港貿發局資料庫內，並供主辦機構作貿易拓展用，同時亦可轉交其他機構，作為推廣香港時尚館·成都 2012 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 have read and we understand the Admission Policy (including the Rules of the Point System and Terms and Conditions) ("Admission Policy") and agree to abide by the Admission Policy as may be amended or updated by HKTDC from time to time. 本公司已細讀及明白取錄政策(包括「計分制」細則及條款及細則) ("本政策")，並同意接受本政策(會被香港貿發局不時修訂或更新)所約束。

We hereby declare that the information given in the application form is true and correct. We consent to the Council's checking with Customs and Excise Department and other relevant authorities regarding our trade records. We understand that any false or misleading information given by us to the Council may lead to the rejection of our right to participate in the Exhibition at the Council's sole and absolute discretion. 本公司鄭重聲明所有於申請表上填寫之資料均為真實及正確。本公司同意香港貿發局向香港海關及其他有關當局調查我們的貿易記錄。本公司明白倘若提供任何虛假或欺騙之資料，香港貿發局將有權以其唯一及絕對酌情權拒絕本公司參加展覽會的權利。

We hereby warrant, represent and undertake to the Organiser that the photographs and/or materials provided by us and/or publication by HKTDC of such photographs and/or materials do not and will not in any way whatsoever violate or infringe any third party's rights including all intellectual property rights including but not limited to trade marks, copyrights, designs, names and patents whether registered or otherwise. We hereby acknowledge and irrevocably undertake to fully indemnify the Organiser and/or its agents, representatives, contractors and employees against all costs, expenses and damages arising from any third party's claim of infringement against us and / or the Organiser and / or the Organiser's agents, representatives, contractors or employees of such third party's rights. 我們在此向主辦機構保證、表示及承諾，我們提供的相片及/或資料及/或香港貿發局發布該等相片及/或資料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。

If you do not wish to have your information pass on to third parties for promotion of the Style Hong Kong Pavilion at Western China International Fair, Chengdu 2012, please against the box.

倘若貴公司不欲將有關資料轉交其他機構作為推廣香港時尚館 • 成都 2012 之用，請在此空格內加上√號。

Company Stamp & Authorised Signature

公司印章及負責人簽署

Date

日期

Full Name of Authorised Signer

負責人姓名

Position

職位

CONDITIONS OF PARTICIPATION

1. DEFINITIONS

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

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

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

(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 therefore.

(c) The Applicant represents and warrants that none of its Related Companies, associates, or persons or companies that are effectively under its control has applied to participate in the Hong Kong Pavilion at the Exhibition. The Council has an absolute discretion to reject the Application or withdraw its acceptance of the Application if the Applicant shall have breached this warranty and representation.

3. PAYMENT

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

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

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

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

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

(d) When the Application is accepted by the Council, the Applicant will become a Participant. If it subsequently wishes to withdraw its participation, it may do so by notice in writing to the Council whereupon the Participation Fee will be forfeited by the Council. All Optional Participation Expenses paid by the Participant for the optional and additional facilities and services will be refunded to the Participant within 30 days of the date of notice of withdrawal of its participation provided these expenses have not been incurred by or on behalf of the Participant.

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

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

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

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

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

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

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

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

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

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

(l) The Participant shall reimburse the Council of all Optional Participation

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

4. SETTLEMENT OF ACCOUNTS

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

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

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

(d) The Council reserves the right to offset any balance to be refunded to the Applicant/Participant against any outstanding liabilities due by the latter to the Council in relation to their participation in the Council's other activities.

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

5. BOOTH

(a) The Council 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.

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

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

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

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

6. PARTICIPATION IN THE EXHIBITION

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

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

(c) The Participant shall ensure that :-

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

ii. each of its Delegates shall be fully conversant with the Products and shall be duly authorised to negotiate and conclude contracts for the sale of the Products;

iii. its Delegates shall comply with the Conditions and with all directions which the Project Manager may from time to time give in connection with any matter appertaining to the Exhibition.

(d) The Council reserves the right in its absolute discretion and without giving any reasons to require the Participant to replace any of its Delegates forthwith.

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

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

7. PRODUCTS

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

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

(c) The Participants warrants that (i) the Products and the packaging, and (ii) all information, statements, photographs and illustration provided for publication of mission catalogue and/or other publicity materials thereof do not in any way whatsoever violate any third party rights including without limitation trade marks, copyrights, designs, names and patents whether registered or otherwise.

(d) The Participant undertakes not to display anything which is unlawful, in breach of any person's intellectual property, harmful, threatening, violent, offensive, defamatory, libelous, scandalous, seditious, vulgar, obscene, indecent, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable.

(e) The Participant warrants that (i) the Products and the packaging, and (ii) all information, statements, photographs and illustration provided for publication of mission catalogue and/or other publicity materials thereof do not in any way whatsoever violate any applicable laws, rules and regulations of the importing countries.

(f) The Participant shall be solely responsible for and shall settle all expenses and liabilities incurred by it in relation to its participation in the Hong Kong Pavilion at the Exhibition including without limitation all shipping and transportation charges, customs duties, handling charges and other costs and expenses arising from the shipment or any other mode of transportation of the Products in connection with the Exhibition. If the Council pays any of such charges, duties, costs or expenses on behalf of the Participant it shall be entitled to reimbursement from the Participant on demand and may offset any amount held by it on behalf of the Participant against such payment.

8. BUSINESS PRACTICES

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

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

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

9. PUBLICITY

The Council will arrange for such publicity for the Exhibition as it shall in its

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

10. INFORMATION

(a) During the Exhibition the Delegate shall provide the Council with such information as to the business results of the Participant in the Exhibition as the Project Manager may from time to time request. Such information will not be divulged to third parties without the Participant's approval, save in relation to collective figures in respect of all or a majority of the persons or companies participating in the Exhibition.

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

11. TERMINATION OF RIGHT TO PARTICIPATE

(a) Without prejudice to the Council's other rights and remedies, the Council has the right to terminate forthwith by notice the Participant's right to participate in the Hong Kong Pavilion at the Exhibition on or following the occurrence of any of the following events:-

i. if the Participant or any of its Delegates, officers, representatives, agents or employees commits a breach of any of the Conditions;

ii. if the Participant, being a body corporate, enters into liquidation whether compulsorily or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or if the Participant, being a sole proprietorship or partnership, becomes or one of its members becomes bankrupt or insolvent or enters into any arrangements with its creditors;

iii. if the Executive Director in his absolute discretion decides that such right shall be terminated;

(b) The Participant's right to participate in the Hong Kong Pavilion at the Exhibition shall automatically terminate in the event that all its Delegates are refused entry visa or entry permit to the country or place where the Exhibition shall be held by any competent authorities.

(c) In the event that the Participant's right to participate in the Hong Kong Pavilion at the Exhibition is terminated, any expenses incurred by the Council for and on behalf of the Participant prior to such termination and all other expenses reasonably incurred by the Council as a consequence of such termination shall be paid on demand by the Participant to the Council.

(d) The Council reserves the right to terminate the Exhibitor's right to participate in any future Hong Kong Pavilion at the Exhibition if the Exhibitor is found to have committed any act including but not limited to failing to respect intellectual property rights of any other party, non-compliance with product safety, environmental laws and/or any other act which, in the sole opinion of the Organiser of the Exhibition and the Council, might damage the reputation and/or image of Hong Kong, its industries, the fair, the Organiser of the Exhibition and/or the Council or if the Executive Director in his absolute discretion decides that such right shall be terminated.

12. CANCELLATION

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.

13. EXCLUSION OF LIABILITY

(a) The Council shall not be liable for any loss, damage or personal injury whatsoever suffered by or caused to the Participant or its Delegates, officers, representatives, agents, employees or any third party, or its Products or other property in the course of or in relation to the Exhibition, unless such loss, damage or personal injury shall be caused by any breach by the Council or its employees of the Conditions.

(b) The Council assumes no responsibilities for any introduction or transaction made between the Participant and any third party during or as a result of the Exhibition.

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

(d) The Participant undertakes to indemnify and at all times hereafter to keep indemnified the Council from and against all liabilities, actions, proceedings, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to any act, omission or default by the Participant or its Delegates, officers, representatives, agents and employees in the course of or in relation to the Exhibition.

14. CONFIDENTIAL INFORMATION

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

15. WAIVER

No failure or delay by the Council in exercising or enforcing any right or power hereunder shall operate or be construed or operated as a waiver thereof. No waiver of any breach shall be construed as a waiver of any continuing or subsequent breach.

16. NOTICE

(a) Every notice or demand shall be in writing but may be given or made by post, cable, telex 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.

17. GENERAL

(a) Nothing in the Application Form or the Conditions shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between the Council and the Participant.

(b) The Application Form and the Conditions embody and set out the entire agreement and understanding of the parties and supersede all prior oral or written agreements, understandings or arrangements between the Council and the Applicant relating to the Exhibition.

(c) The Council reserves the right to alter and amend any of these Conditions and to issue additional rules and regulations (including but not limited to the participants' manual) at any time it considers necessary for the orderly operation of the Exhibition. The amended Conditions and the additional rules and regulations shall be sent to the Participant and become effective immediately. The Participant will be deemed to have notice of the same and have accepted the amended Conditions and the additional rules and regulations. The Participant acknowledges that the Council shall have the right to interpret these Conditions, additional rules and regulations together any amendments thereof. All interpretations of these Conditions, any additional rules and regulations, and any amendments thereof by the Council shall be final and binding on the Participants.

18. GOVERNING LAW

The Application Form and the Conditions shall be governed by and construed in all respects in accordance with the laws of Hong Kong and all the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong court.