

From : Charlotte Leung

Date : February 2017

Total No. of Pages : 8

Re: 第十七屆 CBME 中國孕嬰童展、童裝展
17th Shanghai International Children Baby Maternity Industry Expo (19-21 July 2017)

Thank you very much for your interest in the Shanghai International Children Baby Maternity Industry Expo which will be held on 19-21 July 2017 in Shanghai. Enclosed please find the application form and information paper for your kind perusal.

- The Applicant must be a Hong Kong entity with a valid Hong Kong business registration certificate with substantial operations in Hong Kong
- **HK\$22,000** for each 9 sqm booth (HK\$1,340 of Weibao Promotional Fee mandatorily will be charged by the Fair Organiser per booth exhibitor)
- **HK\$2,500** for an Advertisement - Diamond Package (includes half page advertisement listing in HK Pavilion Booklet and free multimedia display)
- **HK\$1,000 (Full page)** for placing advertisement in HK Pavilion Booklet
- The **original application form** must be completed in every detail, signed and sealed with your company chop and returned to the HKTDC **on or before 10 March 2017 (Friday) with the appropriate cheque payment, one set of latest product catalogue and a copy of business registration certificate** at the following address:

Miss Eva Leung - Product Promotion B

Hong Kong Trade Development Council

38/F, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong

*The cheque should be crossed and made payable to "Hong Kong Trade Development Council". Any Application with an incomplete form or without payment will not be accepted.

- The HKTDC reserves full discretion in accepting and selecting applicants for participation. The HKTDC will notify your application result in writing.
- The Applicant represents and warrants that none of its related companies, associates, persons or companies that are effectively under its control has applied to participate in the Hong Kong Pavilion in the Exhibition. The HKTDC 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.
- The Applicant's exhibits must not violate or infringe any third party's intellectual property rights (IPR), including trademarks, copyright, designs, names and patents. The HKTDC reserves full discretion in rejecting applications which the exhibits are found alleged of violating intellectual property rights.

Should you have any enquiry, please feel free to contact me at 2584 4541 or Eva Leung at 2584 4507. I look forward to your presence in this show.

Yours sincerely,



Charlotte Leung, Marketing Officer



第十七屆 CBME 中國孕嬰童展、童裝展
2017 年 7 月 19-21 日

感謝你對第十七屆 CBME 中國孕嬰童展、童裝展之興趣。請參閱以下基本資料，另附上詳細之參展資料及活動申請表以便 貴司作參考：

- 申請者必須為持有有效香港商業登記證的香港公司，並在香港進行實質的經營活動。所有展品應於香港生產或由香港公司製造。
- 九平方參展費用為港幣**22,000元** (包括公司名稱橫幅、地毯、展示架子、櫃、射燈、桌椅等，另外，大會會向每家展商收取港幣**1,340元**微報圈發布服務費);
- 鑽石廣告組合 港幣**2,500** (包括半頁「香港館」場刊資料刊登及免費多媒體廣告);
- 「香港館」場刊廣告 港幣**1,000 (全頁)**
- 申請表正本必須填寫妥當，並附上負責人簽名及公司印章，**連同香港商業登記證副本、產品目錄乙份及參展費的支票於 2017年3月10日 (星期五) 前**交回香港貿易發展局，地址為：

香港灣仔港灣道1號會展廣場辦公大樓38樓

香港貿易發展局製造業拓展部 Ms. Eva Leung 收

* 支票必須劃線，抬頭請寫「香港貿易發展局」。資料不全或未附支票的申請一概不獲受理。

- 本局有權決定接納及選擇哪些公司參展。本局將以書面通知貴公司的申請結果。
- 申請者必須聲明及保證，與其有關聯的公司、聯營機構、人士或實際上由其操控的公司，並沒有申請在此展覽會的香港館參展。倘若申請者違反這項保證及聲明，本局有權拒絕其申請或撤回批准其參展的決定。
- 申請者必須確保其展示產品沒有侵犯第三者知識產權，包括商標、版權、設計、名字及專利等。如有發現侵權之行為，本局有權拒絕該公司之參展申請

如有任何查詢，請聯絡本人(電話：2584 4541)或梁小姐 Ms. Eva Leung (電話：2584 4507)。

香港貿易發展局
製造業拓展部貿易推廣主任
梁嘉瑜 謹啟





第十七屆 CBME 中國孕嬰童展、童裝展

17th Shanghai International Children Baby Maternity Industry Expo (19 –21 / 7 / 2017)

參展資料 Fact Sheet

展出日期及時間 Fair Dates & Opening Hours	: 19-20/7/2017: 9:00-17:00, 21/7/2017: 9:00-15:00
展出地點 Exhibition Venue	: 上海國家會展中心(上海) National Exhibition and Convention Center Shanghai 上海青浦區盈港東路 168 號 168 Yinggang E Rd, Qingpu, Shanghai
主辦單位 Organiser	: 亞洲博覽有限公司 UBM plc
官方網頁 Official Website	: www.cbmexpo.com
上屆成績 Results of Last Event	: 參展商數目 No. of Exhibitors : 2,366 家 參觀人次 No. of Visitors : 85,111 人
展品範圍 Product Range	: 母嬰用品 (衛生護理用品, 哺育用品, 安全用品, 洗護用品, 電子產品, 紙尿褲) Maternity and Baby Care Products (Hygiene and health care products, Feeding products, Diapers, Medical and safety products Baby care products, Electronic products) 車床、汽座及家具 (汽車安全座椅, 童床及傢俱, 童車, 背帶) Baby Carriages, Car Seats and Furniture (Car seats Children's bed and furniture, Baby carriages, Baby carrie) 孕嬰童食品、保健品及零食 (保健及營養品, 奶粉, 藥品, 輔食) Food and Health Care Products (Vitamin and Nutrition, Milk powder, Medicine Baby food) 玩具、教育及紀念品 (DIY 製品、紀念品, 圖書、音像製品及數碼, 木制玩具, 遊樂設施, 游泳池, 電子電動玩具, 皮毛、塑膠、軟體、鐵藝玩具) Toys, Educational Products and Souvenirs (DIY Souvenirs Books, DVDs and digital products, Wooden toys, Play yard, Swimming pool, Electronic toys, Other toys) 童裝、嬰裝、童鞋及配飾 (嬰童家紡, 嬰童鞋, 嬰裝, 童裝, 配飾) Children, Baby and Teenager Clothing, Footwear and Accessories (Children and baby home textile, Children and baby shoes, Baby clothing, Children and teenager clothing, Children, baby and teenager accessories) 孕裝、內衣及配飾 (媽媽包, 孕婦內衣, 孕婦裝, 配飾) Maternity Clothing, Underwear and Accessories (Maternity bag, Maternity underwear, Maternity clothing, Maternity accessories)
參加費用 Participation Fee	: HK\$22,000 九平方米展覽攤位 / 9 sqm. standard booth (包括公司名稱橫幅、地毯、展示架子、櫃、射燈、桌椅等。另外, 大會會向每家展商收取港幣 1,340 元徵報圍發布服務費) Facilities of each standard booth are company fascia, carpet, display shelf, cabinet, spotlight, table and chairs and a HK\$1,340 of Weibao Promotional Fee mandatorily will also be charged by the Fair Organiser per booth exhibitor) HK\$2,500 鑽石廣告組合 (包括半頁「香港館」場刊資料刊登及免費多媒體廣告) Advertisement - Diamond Package (include half page advertisement listing in HK Pavilion Booklet and free multimedia display) HK\$1,000 「香港館」場刊廣告(全頁) Full page advertisement in HK Pavilion Booklet
展品運送 Shipment	: 展品運送的費用按使用量計算, 並不包括在參加費之內。 Shipping expenses of exhibits are not included in the participation fee.
旅費及住宿 Travel Arrangement	: 香港貿發局將委托一家香港旅行社為各參團成員安排機票、酒店住宿及購買旅遊保險。並不包括在參加費之內。 HKTDC will appoint a HK travel agency to assist HK delegates on arrangement of train tickets, hotel accommodation and insurance. Such services are not included in the participation fee.
參加資格 Conditions of Participation	: 參展商必須為香港註冊公司, 並於香港有實質業務。合資格之參展商可申請「中小企市場推廣基金」。詳情請瀏覽 http://www.smefund.tid.gov.hk/ 。 Hong Kong Pavilion participants must be companies registered in Hong Kong and be carrying out substantial operation in the territory. Successful applicants for this fair are eligible for applying the SME Export Marketing Fund sponsored by the HKSAR Government. For details, please visit: http://www.smefund.tid.gov.hk/
查詢詳情 Enquiries	: 梁小姐 Miss Charlotte Leung 電話 Tel: 2584 4541/ 傳真 Fax: 3521-3277/ 電子郵件 E-mail: charlotte.ky.leung@hktcd.org 梁小姐 Miss Eva Leung 電話 Tel: 2584 4507/ 傳真 Fax: 2169 9471/ 電子郵件 E-mail: eva.leung@hktcd.org





Hong Kong Pavilion

香港館

第十七屆 CBME 中國孕嬰童展、童裝展



Shanghai International Children Baby Maternity Industry Expo (19 - 21 July 2017)

Important 請注意

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

A. Company Information 公司資料

- Company Name in _____ : _____
- 1b. 中文公司名稱 _____ : _____
2. Registered Office _____ : _____
- 公司登記地址(中文及英文) 中文 _____
- 英文 _____
- Correspondence _____ : _____
- 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 Office Worker 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 : **請以中文填寫:** _____
 (around 50 words included _____
 year of establishment, brief _____
 history, main business, and _____
 future development, etc. _____
 約 50 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

B.

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 Specified 請註明) _____
5. Commission Agent 代理商
6. Retailer 零售商
7. Others 其他 (Please Specified 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. 2015 HK\$ 港幣 _____ 2. 2016 HK\$ 港幣 _____

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

1a. Name Mr./Miss/Mr _____ 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 _____

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 _____ 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 _____ Type of Travel Document Held 所持旅遊證件種類 _____

F. Product Category 產品類別

1. 母嬰用品 (衛生護理用品, 哺育用品, 安全用品, 洗護用品, 電子產品, 紙尿褲)
Maternity and Baby Care Products (Hygiene and health care products, Feeding products, Diapers, Medical and safety products Baby care products, Electronic products)
2. 車床、汽座及家具 (汽車安全座椅, 童床及家俱, 童車, 背帶)
Baby Carriages, Car Seats and Furniture (Car seats Children's bed and furniture, Baby carriages, Baby carrie)
3. 孕嬰童食品、保健品及零食 (保健及營養品, 奶粉, 藥品, 輔食)
Food and Health Care Products (Vitamin and Nutrition, Milk powder, Medicine Baby food)
4. 玩具、教育及紀念品 (DIY 製品、紀念品, 圖書、音像製品及數碼, 木制玩具, 遊樂設施, 游泳池, 電子電動玩具, 皮毛、塑膠、軟體、鐵藝玩具)
Toys, Educational Products and Souvenirs (DIY Souvenirs Books, DVDs and digital products, Wooden toys, Play yard, Swimming pool, Electronic toys, Other toys)
5. 童裝、嬰裝、童鞋及配飾 (嬰童家紡, 嬰童鞋, 嬰裝, 童裝, 配飾)
Children, Baby and Teenager Clothing, Footwear and Accessories (Children and baby home textile, Children and baby shoes, Baby clothing, Children and teenager clothing, Children, baby and teenager accessories)
6. 孕裝、內衣及配飾 (媽媽包, 孕婦內衣, 孕婦裝, 配飾)
Maternity Clothing, Underwear and Accessories (Maternity bag, Maternity underwear, Maternity clothing, Maternity accessories)
7. Others 其他 (Please Specify 請註明) _____

Brand name(s) 品牌名稱 _____

Products to promoted at _____ 中文
the show 將在展會上推廣之 _____

產品名稱 (請以中文及英文 _____
填寫) 英文 _____

G. 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
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 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	_____	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	_____		

H. 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

- Joint Venture 合資
- Sole Proprietorship 獨資
- Cooperative 合作
- Others 其他 (Please Specified 請註明) _____

Location of Investment 投資地點 _____

I. 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
- Gain market exposure 獲取市場經驗
- Conduct market study 市場考察
- Appointment of agent/distributor 委任代理商/分銷商
- Investment (e.g. Production Plant) 投資(如建廠)
- Establish new contacts 建立新的業務聯繫
- Launch new products 推出新產品
- Promote company image 推廣公司形象
- Test market potential 測試產品的市場潛力
- Others 其他 (Please Specified 請註明) _____

J. Participation Fee 參加費用

Participation Format 參加形式	A	B	C	D = A x B + C
	Quantity 數量	Participation Fee 參展費	Weibao Promotional Fee 微報圈發布服務費 (For booth only 只供攤位適用)	Total Amount 合計
<input type="checkbox"/> 9 sqm. Booth 9 平方米攤位		HK\$22,000	HK\$1,340	HK\$
<input type="checkbox"/> Diamond Package (includes half page advertisement listing in HK Pavilion Booklet and free multimedia display) 鑽石廣告組合 (包括半頁香港館場刊資料刊登及 免費多媒體廣告)		HK\$2,500		HK\$
<input type="checkbox"/> Full page advertisement in HK Pavilion Booklet 「香港館」場刊廣告 (全頁)		HK\$1,000		HK\$

Due Dates 繳款日期： 2017年3月10日 (星期五) 10 March 2017 (Friday)

Payment method: Cash Cheque - Participation fee should be made by crossed cheque payable to "Hong Kong Trade Development Council" 請以畫線支票付款，支票抬頭請註明「香港貿易發展局」。

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)公司名稱 _____

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.

Company Stamp & Authorized Signature _____ Date _____

公司印章及負責人簽署

日期

Full Name of Authorized Signature _____

Position Held _____

負責人姓名

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:

- 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).

(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.

- 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.

(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.

- 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 Applicant 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) however 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 -

- 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.

(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. PUBLICITY

The Council will arrange for such publicity for the Exhibition as it shall in its absolute discretion require. 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

(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.

10. 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:-

- 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 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;

(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.

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

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

(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.

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

(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.

16. 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 with 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