

## 香港時尚館 • 成都

第九十八屆 中國-全國糖酒商品交易會  
簡介

日期	: 2018年3月22-24日
地點	: 中國西部國際博覽城 (地址: 中國四川省成都市天府新區福州路東段88號) <a href="http://www.qgtjh.com">www.qgtjh.com</a>
香港時尚館主辦單位	: 香港貿易發展局
香港時尚館簡介	: 《香港時尚館 • 成都》是一個貿易推廣 (B2B) 展覽會, 將特色香港生活精品帶到中國內地。貿發局將透過其國內辦事處, 邀請進出口商、代理商、分銷商、零售商入場參觀。此外, 大會於展會期間亦會根據情況為展商安排免費商貿配對。 展會最後一天為公眾日, 展商能有效地瞭解內地消費者的口味和購買力, 藉此建立和提升品牌形象。
展會背景及目的	: 全國糖酒會是中國酒類和食品行業歷史悠久、規模龐大、影響深遠的展示交易平台, 超過3000家相關企業展示數以萬計的新產品, 是酒類和食品行業經銷商採購商品的理想平台。 為了進一步開拓西部龐大消費市場, 香港貿易發展局於全國糖酒商品交易會中的「進口食物專區」設立《香港時尚館 • 成都》, 務求把「香港時尚購物展」之特色帶到當地, 進一步向西部市場推廣香港品牌以及推動兩地的商貿合作。
展品範圍	: 食品及飲料 註: 以下展品之申請公司需提供產品證明, 部份資料包括: 食品飲料- 衛生證書 (由衛生、質量檢測部門發出)
參展資格	: - 參展商必須為香港註冊公司及該公司於香港經營實質業務。 - 展品必須由該公司製造或代理。 - 主辦機構有權決定是否接納參展商的參展申請。
取錄政策	: 2018年之《香港時尚館 • 成都》設有取錄政策, 以推廣香港品牌及原創設計為原則, 讓優質的香港品牌優先參加。
宣傳推廣活動	: 香港貿發局將在內地展開與全國糖酒商品交易會所安排的宣傳活動, 吸引更多內地買家參觀《香港時尚館 • 成都》。宣傳活動包括場內廣告及/或當地媒體廣告等。
住宿及運輸安排	: 香港貿發局將委託代理協助展商辦理有關機票酒店及展品運輸的安排。
其他費用	: 除上述參展費外, 參展商需自行支付如機票、酒店住宿、當地交通、展品運輸、展台額外設施、公司職員及展品之保險等費用。
聯絡人	: 何鎮榮先生      電: 2584 4439      傳: 3915 2474      電郵: <a href="mailto:kalsan.cw.ho@hktdc.org">kalsan.cw.ho@hktdc.org</a>

香港貿易發展局  
製造業拓展部



## 香港時尚館 • 成都

第九十八屆 中國-全國糖酒商品交易會

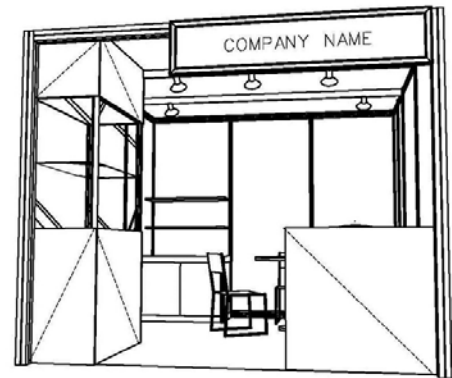
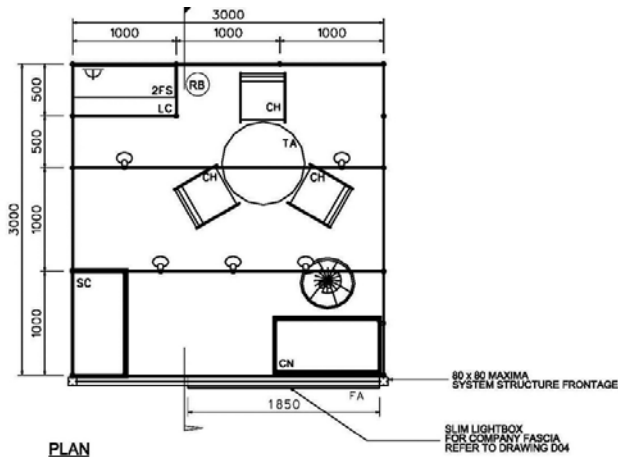
### - 展台類別及參展費用 -

展台類型	參展費用	於 1 月 26 日或之前報名 可享優惠參展費用
i. 9 平方米特級展台	HK\$23,000	HK\$21,000
ii. 光地(最小 36 平方米)	HK\$2,200(每平方米)	HK\$2,000(每平方米)

展區內各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。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，包括展覽場地可供使用空間及大會對整體「展覽會」的規劃等。

### - 特級展台設計 -

(只供參考，如有更改恕不另行通知)



PERSPECTIVE VIEW



Overseas Pavilion 2017  
 Lifestyle Showcase - Option 1

## 香港時尚購物展/香港時尚館 歷屆展會資料

日期	名稱	展商數目	入場人次	商貿配對場次
2007年11月23-27日	香港時尚滙展·杭州	104	65,000	310
2008年11月14-17日	香港時尚購物展·杭州	150	50,660	262
2009年3月11-14日	香港潮流商品(廣州)展覽會	253	145,000	不適用
2009年5月8-12日	香港時尚購物展·武漢	208	305,142	325
2009年11月13-17日	香港時尚購物展·重慶	324	288,400	584
2010年1月8-12日	香港潮流商品(廣州)展覽會	300	330,000	114
2010年4月30日-5月4日	香港時尚購物展·福州	241	200,250	134
2010年8月6-10日	香港時尚購物展·瀋陽	230	207,751	230
2010年10月15-19日	時尚香港·上海	40	120,000	95
2010年10月22-26日	香港時尚購物展·濟南	206	250,000	105
2011年1月7-11日	香港潮流商品(廣州)展覽會	216	340,000	200
2011年5月27-31日	香港時尚購物展·成都	222	260,150	197
2011年8月26-30日	香港時尚購物展·哈爾濱	188	261,000	超過 200
2011年9月6-11日	香港時尚館·長春 東北亞貿易博覽會	48	284,000	140
2011年10月3-7日	時尚香港@北京大集	42	221,300	178
2012年1月6-10日	時尚香港@廣州	205	318,000	394
2012年5月11-15日	香港時尚購物展·西安	203	275,000	264
2012年8月9-13日	香港時尚購物展·大連	194	298,520	391
2012年9月6-11日	香港時尚館·長春 東北亞貿易博覽會	113	290,000	202
2012年9月25-30日	香港時尚館·成都 中國西部國際博覽會	59	364,000	152
2013年1月11-15日	香港時尚購物展·南寧	149	202,538	255
2013年8月22-26日	香港時尚購物展·青島	215	271,610	398
2013年9月6-11日	香港時尚館·長春 東北亞貿易博覽會	153	302,000	208
2013年10月31日-11月4日	香港時尚購物展·長沙	170	185,409	171
2014年11月14-18日	香港時尚購物展·武漢	168	365,326	432
2014年11月28日-12月2日	香港時尚購物展·南京	194	292,623	230
2015年9月1-6日	香港時尚購物展·長春	55	363,717	178
2015年11月20-24日	香港時尚購物展·鄭州	214	201,792	327
2016年11月4-7日	香港時尚購物展·寧波	175	248,088	219
2017年9月1-5日	香港時尚購物展·長春	66	350,000	186



## F. 公司簡介 Company Profile

包括創立年份、簡介、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 120 字 about 120 words)

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## 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 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)

- |  |  |
|--|--|
| <input type="checkbox"/> Food 食品   | <input type="checkbox"/> Beverage 飲料                               |
| <input type="checkbox"/> Dried Fruits 乾果   | <input type="checkbox"/> Coffee and Tea 咖啡及茶                       |
| <input type="checkbox"/> Confectionery, Pastry and Bakery 糖果、點心和麵包                   | <input type="checkbox"/> Wine - Sparkling 有氣葡萄酒                    |
| <input type="checkbox"/> Grocery Products (Including Pulses and Pasta)<br>雜貨食品 (糧食類) | <input type="checkbox"/> Wine - Still 無氣葡萄酒                        |
| <input type="checkbox"/> Fresh Prepared Products/ Ready to Eat<br>新鮮半成品、即食食品         | <input type="checkbox"/> Champagne 香檳                              |
| <input type="checkbox"/> Canned Products and Other Preserved Products<br>罐頭食品及其它醃制食品 | <input type="checkbox"/> Liquor / Fortified Wine 烈酒                |
| <input type="checkbox"/> Gourmet Food 高檔美食   | <input type="checkbox"/> Japanese Wine (incl. Sale) 日本酒 (包括清酒)     |
| <input type="checkbox"/> Children's Food and Health Food 兒童食品和保健品                    | <input type="checkbox"/> Beer 啤酒                                   |
| <input type="checkbox"/> Condiment 調味品   | <input type="checkbox"/> Other Beverages 其他飲料 (Please specify 請註明) |
| <input type="checkbox"/> Others 其他 (Please specify 請註明)                              | <input type="checkbox"/> Others 其他 (Please specify 請註明)            |

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。食品需獲有效的食品生產許可證及有效期一年海關檢驗檢疫證。  
\*\* 所有現場銷售之產品及品牌均須事先申報及附上品牌證明文件 \*\* All product and brand information must be submitted in advance

現場推廣之品牌 Brandname(s) to be promoted onsite (必須填寫)

現場銷售之產品 Products to be sold onsite (必須填寫)



## 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
<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"/> Other Asian Countries 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	_____		

## L. 參展費用 Participation Fee

		A1	A2	B	C = A x B
	展台類型 Type of Booth	標準參展費用 Participation Fee	於 1 月 26 日或之前 報名可享優惠參展費用 Participation Fee – Special Offer (On or Before 26 Jan. 2018)	展台數量/平方米 No. of Booth(s) /sqm	總金額 Total Amount (HK\$)
1	9 平方米特級展台* 9 sqm Premium Booth	HK\$23,000.00	HK\$21,000.00		
2	光地(最小 36 平方米)* Raw Space (from 36 sqm)	HK\$2,200.00 (每平方米 per sqm)	HK\$2,000.00 (每平方米 per sqm)		

### 註 Note:

是次展覽所有展位均為光地或特級展台。光地設於展場內較優先位置，並於特級展台之先（不論參展商申請展位之數目）。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。All booths are in either “Raw Spaces” or “Premium” formats. Raw spaces will be located at the privileged location at the fairground, in front of the “Premium” booths, regardless of the number of booth(s) applied. Booth selection starts from exhibitors taking larger size within each zone.

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，包括展覽場地可供使用空間及大會對整體「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 space availability and 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](http://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](http://www.smefund.tid.gov.hk).

參展費(全費)應以支票(現票)支付，支票抬頭請註明「香港貿易發展局」。

Participation fee (in full and immediate 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.

貴司是否已經 / 有意 就是項活動申請「發展品牌、升級轉型及拓展內銷市場的專項基金」(簡稱「BUD 專項基金」)?

Have you or will you intend to apply for the Dedicated Fund on Branding, Upgrading and Domestic Sales (BUD) for this activity?

已經申請 I have applied  有意申請 I intend to apply  無意申請 I will not apply, 原因 reason: \_\_\_\_\_

「BUD 專項基金」詳情 Details of the BUD Fund: <http://www.bud.hkpc.org/>

## M. 展位分配政策 Booth Allocation Policy

Booth selection starts from exhibitors taking larger size within each zone.

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。

We (Name of Company) 公司名稱 \_\_\_\_\_

hereby apply to join the **Style Hong Kong Pavilion at Food and Drinks Fair, Chengdu 2018**. 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 Food and Drinks Fair, Chengdu 2018**. 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 2018**，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 2018**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, Terms and Conditions contained therein) ("Admission Policy") and agree to abide by the Admission Policy as may be amended or updated by HKTDC from time to time.

本公司已細讀及明白取錄政策（包括其條款及細則）（“本政策”），並同意接受本政策（會被香港貿發局不時修訂或更新）所約束。

We 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.

本公司鄭重聲名所有於申請表上填寫之資料均為真實及正確。本公司同意香港貿發局向香港海關及其他有關當局調查我們的貿易記錄。本公司明白倘若提供任何虛假或欺騙之資料，香港貿發局將有權以其唯一及絕對酌情權拒絕本公司參加展覽會的權利。

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 Food and Drinks Fair, Chengdu 2018**, please  against the box. 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 2018**之用，請在此空格內加上 $\surd$ 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) 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 :-

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, fax or email.

(b) Every notice or demand to be given by the Council may be sent to the address of the Participant stated in its Application Form. Every notice to be given by the Participant to the Council shall be sent to the offices of the Council at 38th Floor, Office Tower, Convention Plaza, 1 Harbour Road, Hong Kong.

(c) Every notice or demand shall be deemed to have been received in the case of a telex, fax or email, at the time of despatch, and in the case of a letter three days after the posting of the same by prepaid post.

### **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.