

## Technology Mission to Seoul, Korea

28 – 31 May 2018

## Tentative Programme

<u>Time</u>	<u>Event</u>	<u>Remarks</u>
<b>28 May 2018 (Mon) HONG KONG / SEOUL</b>		
09:20	<b>Depart Hong Kong</b> for Seoul via CX410	<i>Flying time: 3hr45mins</i>
		<i>Time difference: HK is 1 hour behind Seoul</i>
14:05	<b>Arrive in Incheon International Airport</b>	
16:00	<b>Visit Programme in Incheon</b> <i>(to be recommended and arranged by Korean International Trade Association (KITA))</i>	
	<i>Incheon is the 3<sup>rd</sup> largest metropolitan city in Korea after Seoul and Busan, and it is where the international airport located. KITA would recommend the exact visit programme in Incheon later.</i>	
18:00	<b>Welcome Dinner in Incheon</b> <i>(to be hosted by KITA)</i>	
19:30	<b>Depart for Seoul</b>	
20:30	<b>Check in InterContinental Seoul Coex</b> Address: 524, Bongeunsa-ro, Gangnam-gu, Seoul, Korea Tel: +82-2-3452-2500	
<b>29 May 2018 (Tue) SEOUL</b>		
08:30	<b>Registration for Korea / Hong Kong Business Round-table Meeting</b>	

- 09:00 – 12:30 **Korea / Hong Kong Business Round-table Meeting**  
Venue: InterContinental Seoul Coex  
Address: 524, Bongeunsa-ro, Gangnam-gu, Seoul, Korea  
Tel: +82-2-3452-2500
- 12:30 – 14:00 **Networking Luncheon (to be hosted by KITA)**  
Venue: TBC
- 14:30 **Business Matching with Korean Companies**  
Venue: InterContinental Seoul Coex  
Address: 524, Bongeunsa-ro, Gangnam-gu, Seoul, Korea  
Tel: +82-2-3452-2500
- 18:00 **Return to Hotel**

**30 May 2018 (Wed)      SEOUL**

- 09:00 **Depart for Korea Institute of Science and Technology (KIST)**
- 09:30 **Visit to Korea Institute of Science and Technology (KIST)** (<https://eng.kist.re.kr/>) (TBC)

*KIST is ranked #6 among the World's Most Innovative Research Institutions -- 2016, 2017 by Thomson Reuters. KIST Robotics and Media Institute is the largest government-sponsored research institute in the areas of robotics and media in Korea. RMI has about 200 researchers working on various projects in advanced media interaction and robotic technologies that are essential for the 4th industrial revolution. It consists of 2 research centers (Center for Imaging Media Research and Center for Robotics Research).*

- 11:00 **Depart for Jininsa Co Ltd**
- 11:30 **Visit to Jininsa Co Ltd (TBC)**

*Jininsa Co is a Korean Startup with its main project being the development of Pororot AI Robot. Pororo is one of Korea's most beloved children's animation characters. Pororot's main feature is a speech synthesizer which is based on machine learning to communicate with children.*

*The device interacts with its own mobile app, and parents can type their own messages for Pororo to say – useful if your kid listens to their favorite cartoon friend*

<https://www.jininsa.com/>

\*Korean President visited this start-up on 11 Oct 2017 as a showcase of AI technology.

13:00      **Lunch**

14:00      **Depart for LH Smartium**

14:30      **Visit to LH Smartium (TBC)**

*The Smartium is a showroom by Korea Land & Housing Corporation with a display of latest technology related to smart city and renewable energy*

<http://thegreen.lh.or.kr/>

16:00      **Depart for Dongdaemun Design Plaza (DDP)**

17:00      **Visit to the 3D Lab and VR Zone of Dongdaemun Design Plaza (DDP) (TBC)**

*The DDP is the landmark of Seoul city, hosting spaces including exhibition hall, conference hall, design museum, the design lab, the academy hall, designers lounge, and the design market.*

<http://www.ddp.or.kr/main>

18:30      **Return to Hotel**

## **31 May 2018 (Thu)      SEOUL/HONG KONG**

09:00      **Check-out and Depart for Yangjae R&CD Innovation Hub**

10:00      **Visit to Yangjae R&CD Innovation Hub (TBC)**

*As one of the 3 major R&D clusters under Seoul city's plan, the Yangjae R&CD Innovation Hub is a key facility to provide SMEs with R&D support in the 4<sup>th</sup> revolution related Industry, especially focused on AI. There are 'Incubation space for AI & Machine Learning,*

*Co-working space & meeting room, Open working space & lecture room'. This hub is operated by Seoul city and KAIST (Korea Advanced Institute of Science and Technology) and aims to foster 500 AI professionals and 50 AI startups by 2020.*

<http://yangjaehub.com/>

11:00 **Depart for Lunch Venue**

12:00 **Farewell Lunch (TBC)**

14:00 **Briefing on Goyang Silicon Valley Project (TBC)**

*Korea Government has announced to support Goyang Silicon Valley project and to build a smart city model in Goyang trialing various IoT initiatives before implementing them in other cities. LG Uplus, the third largest mobile carrier in the country, will be leading the project.*

15:00 **Depart for Hyundai Motor Studio**

15:30 **Visit to Hyundai Motor Studio (TBC)**

*As the major Korean car manufacturer, the showroom display how it merges the latest IoT and Robotic technologies in design and build of the cars.*

<http://motorstudio.hyundai.com/goyang/en/ln/main.do>

16:45 **Depart for Incheon International Airport**

20:15 **Depart Seoul for Hong Kong via CX419**

*Flying time:  
3hr40mins*

22:55 **Arrive in Hong Kong**

*Time difference:  
HK is 1 hour  
behind Seoul*

~End of Programme~

**CONFIDENTIAL**

# 製造業拓展活動申請表

密件

## Technology Mission to Seoul, Korea

## 科技商貿團訪問韓國首爾

**28 – 31 May 2018**



**Important 請注意**

- ◆ All Information must be completed in **English** unless otherwise stated. 除註明外，所有資料請以**英文**填寫
- ◆ Please send the completed application form and payment to **PPE - Ms. Karen Yau**, Hong Kong Trade Development Council.  
Address: 38/F, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong  
請填妥表格, 連同支票寄往 香港灣仔港灣道 1 號會展廣場辦公大樓 38 樓 香港貿易發展局丘麗珠小姐收 (傳真/Fax : 2169-9491)
- ◆ For enquiries 查詢請電: Ms. Karen Yau – 2584-4051 / Ms. Sharon Li – 2584 4075

## 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 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 : \_\_\_\_\_  
(around 100 words included year of establishment, brief history, main business, and future development, etc. 約 100 字包括創立年份、簡史、主要業務範圍、及未來發展方向等有關資料等) \_\_\_\_\_

**B. Nature of Business 業務性質**

1. ☐ Importer 入口商
4. ☐ Manufacturer 生產商
5. ☐ Commission Agent 代理商
6. ☐ Retailer 零售商
7. ☐ Others 其他 (Please Specified 請註明)
2. ☐ Exporter 出口商
- ☐ 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) \_\_\_\_\_
3. ☐ Re-Exporter 轉口商

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

1. 2016 HK\$ 港幣 \_\_\_\_\_

2. 2017 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/Mrs. \_\_\_\_\_ 2. Position Held 職位 \_\_\_\_\_  
(名稱 First Name) (姓氏 Last Name)

1b. 中文姓名 \_\_\_\_\_ 先生/小姐/女士 3. Direct Tel No. 直線電話 \_\_\_\_\_

4. Email 電子郵件 \_\_\_\_\_ 5. Direct Fax No. 直線傳真 \_\_\_\_\_

**E. Name of Delegate(s) 出席是項活動之公司代表名稱**1. Name in English Mr./Miss/Mrs. \_\_\_\_\_ 中文姓名 \_\_\_\_\_ 先生/小姐/女士  
(First Name 名稱) (Last Name 姓氏)

Position Held 職位 \_\_\_\_\_ Type of Travel Document Held 所持旅遊證件種類 \_\_\_\_\_

2. Name in English Mr./Miss/Mrs. \_\_\_\_\_ 中文姓名 \_\_\_\_\_ 先生/小姐/女士  
(First Name 名稱) (Last Name 姓氏)

Position Held 職位 \_\_\_\_\_ Type of Travel Document Held 所持旅遊證件種類 \_\_\_\_\_

**F. Product Category 產品類別**

- |  |  |
|--|--|
| 1. <input type="checkbox"/> Audio-Visual Products 影音產品                                     | 22. <input type="checkbox"/> Imitation/Costume Jewellery & Hair Ornament 人造首飾及髮飾     |
| 2. <input type="checkbox"/> Biotechnology Products 生物科技產品                                  | 23. <input type="checkbox"/> Knitwear 針織服裝   |
| 3. <input type="checkbox"/> Building Materials 建築材料  | 24. <input type="checkbox"/> Leather & Suede Clothing 皮革及麂皮服裝                        |
| 4. <input type="checkbox"/> Clothing Accessories 服裝飾品及配件                                   | 25. <input type="checkbox"/> Lighting Products 照明產品                                  |
| 5. <input type="checkbox"/> Computer & Peripherals 電腦及週邊設備                                 | 26. <input type="checkbox"/> Machinery, Mould & Die 機械及模具                            |
| 6. <input type="checkbox"/> Consumer Electronics (Misc) 消費電子產品 (雜項)                        | 27. <input type="checkbox"/> Medicinal Herbs & Dietary Supplement Products 草藥及保健食品   |
| 7. <input type="checkbox"/> Cosmetics, Toiletries & Personal Care Products 化妝品、浴室用品及個人護理產品 | 28. <input type="checkbox"/> Packaging Materials 包裝材料                                |
| 8. <input type="checkbox"/> Electrical Home Appliances 家庭電器產品                              | 29. <input type="checkbox"/> Pharmaceutical & Medicine 藥物及藥劑                         |
| 9. <input type="checkbox"/> Electronic/Electrical Components & Accessories 電子/電器零件及配件      | 30. <input type="checkbox"/> Photographic & Optical Equipment 攝影及光學器材                |
| 10. <input type="checkbox"/> Environmental Protection Equipment & Products 環保設備及產品         | 31. <input type="checkbox"/> Printed Items 印刷品                                       |
| 11. <input type="checkbox"/> Fine Jewellery 珠寶首飾   | 32. <input type="checkbox"/> Spectacle Frames, Lens & Accessories 眼鏡架、鏡片、部件及配件       |
| 12. <input type="checkbox"/> Food & Beverage 食品及飲料   | 33. <input type="checkbox"/> Sports Goods 運動用品                                       |
| 13. <input type="checkbox"/> Footwear 鞋類   | 34. <input type="checkbox"/> Sportswear 運動服裝   |
| 14. <input type="checkbox"/> Fur Clothing 皮草服裝   | 35. <input type="checkbox"/> Stationery & Office Equipment 文具及辦公室設備                  |
| 15. <input type="checkbox"/> Furniture 傢具  | 36. <input type="checkbox"/> Telecom Products 電訊產品                                   |
| 16. <input type="checkbox"/> Garments 成衣   | 37. <input type="checkbox"/> Toys & Games 玩具及遊戲                                      |
| 17. <input type="checkbox"/> Giftware & Premium 禮品及贈品                                      | 38. <input type="checkbox"/> Underwear & Nightwear 內衣及睡衣                             |
| 18. <input type="checkbox"/> Handbags, Travel Goods & Umbrellas 手袋、旅行用品及雨傘                 | 39. <input type="checkbox"/> Vehicles, Auto Parts, Components & Accessories 車輛及汽車零配件 |
| 19. <input type="checkbox"/> Hardware 五金   | 40. <input type="checkbox"/> Watches & Clocks 鐘錶                                     |
| 20. <input type="checkbox"/> Health Care Products 保健用品                                     | 41. <input type="checkbox"/> Yarns, Piecegoods & Textiles 紗線、布匹及紡織品                  |
| 21. <input type="checkbox"/> Household Products (Non-Electrical) 家庭用品 (非電動)                | 42. <input type="checkbox"/> Others 其他 (Please Specify 請註明)                          |

Brand Name(s) 品牌名稱 \_\_\_\_\_

Product Details 產品詳情 \_\_\_\_\_

**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
<b>Asia 亞洲</b>		<b>Europe 歐洲</b>	
1. <input type="checkbox"/> Chinese mainland 中國內地	_____	13. <input type="checkbox"/> Germany 德國	_____
2. <input type="checkbox"/> Hong Kong 香港	_____	14. <input type="checkbox"/> U.K. 英國	_____
3. <input type="checkbox"/> Japan 日本	_____	15. <input type="checkbox"/> Netherlands 荷蘭	_____
4. <input type="checkbox"/> Korea 韓國	_____	16. <input type="checkbox"/> France 法國	_____
5. <input type="checkbox"/> Middle East 中東	_____	17. <input type="checkbox"/> Italy 意大利	_____
6. <input type="checkbox"/> South East Asia 東南亞	_____	18. <input type="checkbox"/> Spain 西班牙	_____
7. <input type="checkbox"/> Taiwan 台灣	_____	19. <input type="checkbox"/> Others 其他歐洲國家	_____
8. <input type="checkbox"/> Others 其他亞洲國家	_____	<b>Others 其他</b>	
<b>Americas 美洲</b>		20. <input type="checkbox"/> Africa 非洲	_____
9. <input type="checkbox"/> U.S.A. 美國	_____	21. <input type="checkbox"/> Australasia 大洋洲	_____
10. <input type="checkbox"/> Mexico 墨西哥	_____		
11. <input type="checkbox"/> Brazil 巴西	_____		
12. <input type="checkbox"/> Others 其他美洲國家	_____		

**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. Organization(s) Wish to Meet during the Mission 代表團訪問期間希望約見的機構**

- ☐ Manufacturers 生產企業
- ☐ Importers 進口商
- ☐ Exporters 出口商
- ☐ Wholesalers 批發商
- ☐ Retailers 零售商
- ☐ Department Stores 百貨商店負責人
- ☐ Government Officials 有關政府部門官員
- ☐ Others 其他 (Please Specified 請註明) \_\_\_\_\_

**K. Participation Fee 參加費用**

Participation Fee (per pax) 參加費用 (每人)	No. of Delegate(s) 公司代表人數	Package Include			Amount 合計
		Airfare 機票	Hotel Accommodation 當地住宿	Local Transportation & Lunch 當地交通及午餐	
A) 4 Days 3 Nights Full Programme in Seoul, Korea (28–31 May) – <u>With</u> Flight 韓國首爾四日三夜(28-31/5)行程 - <u>包括</u> 來回經濟艙機票					
HK\$15,500		✓	Single Room 單人房	✓	HK\$
HK\$14,000		✓	Twin Room 雙人房	✓	HK\$
B) 4 Days 3 Nights Full Programme in Seoul, Korea (28–31 May) – <u>Without</u> Flight 韓國首爾四日三夜(28-31/5)行程 - <u>不包括</u> 來回經濟艙機票					
HK\$11,500		Self-arranged 自行購買	Single Room 單人房	✓	HK\$
HK\$10,000		Self-arranged 自行購買	Twin Room 雙人房	✓	HK\$
Payment Due Date 繳款日期: 23 Apr, 2018 (Mon) Please make the cheque payable to “Hong Kong Trade Development Council” and mail to PPE - Ms. Karen Yau, Hong Kong Trade Development Council. Address: 38/F, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong 支票抬頭請寫「香港貿易發展局」並寄往 香港灣仔港灣道一號會展廣場辦公大樓 38 樓 香港貿易發展局 丘麗珠小姐收				Total Amount 總計	HK\$

We (Name of Company) \_\_\_\_\_  
 hereby apply to participate in the Mission. 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 HKTDC's checking with Customs and Excise Department of our trade records. We understand that any false or misleading information given by us to HKTDC will lead to the rejection of our right to participate in the Mission.

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

Company Stamp & Authorized Signature \_\_\_\_\_ Date 日期 \_\_\_\_\_  
 公司印章及負責人簽署



## **CONDITIONS OF PARTICIPATION**

### **1. DEFINITIONS**

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

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

"Application" means the application by the Applicant to participate in the Mission, made by submitting the Application Form together with all necessary payments to the Council.

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

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

"Council" means the Hong Kong Trade Development Council.

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

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

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

"Mission" means the mission named in the Application Form.

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

"Participation Fee" means the amount(s) payable by the Participant to the Council for the right to participate in the Mission, as specified in Section K of the Application Form.

"Products" means the goods described in Section F of the Application Form and which the Council agrees to accept for exhibiting during the Mission.

"Project Manager" means the project manager for the Mission appointed by the Council.

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

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

### **2. ACCEPTANCE**

- (a) The Applicant must be a Hong Kong entity with a valid Hong Kong business registration certificate with substantial operations in Hong Kong.
- (b) The Executive Director, on behalf of the Council, may in his absolute discretion accept or reject the Application without providing any reasons therefor.
- (c) The Applicant represents and warrants that none of its Related Companies, associates, or persons or companies that are effectively under its control has applied to participate in the Mission. The Council has an absolute discretion to reject the Application or withdraw its acceptance of the Application if the Applicant shall have breached this warranty and representation.
- (d) The Applicant is not allowed to exhibit products or materials that would infringe the intellectual property rights of others or that have caused the Applicant accusation or conviction of criminal or civil liability in IPR infringement claim. If the Applicant refuses to co-operate with the Council, the Council reserves the right to ban the Applicant, or any of its parent, associate, affiliated and/or subsidiary company, from participating in any future Mission.

### **3. PAYMENT**

- (a) Upon submission of its Application, the Applicant shall pay to the Council the Participation Fee.
- (b) If the Application is rejected, the Council will within 30 days of the date of notice of rejection refund to the Applicant the Participation Fee received by it from the Applicant without interest.
- (c) When the Application is accepted by the Council, the Applicant will become a Participant. If it subsequently wishes to withdraw its participation, it may do so by notice in writing to the Council whereupon the Participation Fee will be forfeited by the Council.
- (d)
  - i. The Delegates shall settle with the hotel directly all charges incurred by them at the hotel when they check out from the hotel.
  - ii. The Participant shall indemnify the Council against all liabilities incurred by its Delegates in connection with the hotel or symposium venue and shall on demand pay to the Council immediately all amounts claimed by the hotel against the Council in respect thereof.
- (e) All payments by the Applicant/Participant to the Council shall be made promptly without any deduction, set-off or counterclaim.
- (f) The Council reserves the right to offset any balance to be refunded to the Applicant/Participant against any outstanding liabilities due by the latter to the Council in relation to their participation in the Council's other activities.
- (g) No interest will be payable by the Council in respect of any refund amounts to the Applicant/Participant.

### **4. PARTICIPATION IN THE MISSION**

- (a) The Participant must be represented in the Mission by at least 1 Delegate.
- (b) Any Delegate nominated to represent the Participant in the Mission must be a senior executive of the Participant.
- (c) The Participant shall ensure that :-
  - i. each of its Delegates shall be fully conversant with the Products and shall be duly authorised to negotiate and conclude contracts for the sale of the Products;

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

- (d) The Council reserves the right in its absolute discretion and without giving any reasons to require the Participant to replace any of its Delegates forthwith.
- (e) The Participant shall use its best endeavours to uphold the reputation of the Council and to promote the success of the Mission.

### **5. PRODUCTS**

- (a) The Council shall have an absolute discretion to accept or reject any of the Products for exhibiting during the Mission without providing any reasons therefor.
- (b) The Participant may only exhibit Products which are manufactured in Hong Kong or made by Hong Kong entities.
- (c) The Participants warrants that (i) the Products and the packaging, and (ii) all information, statements, photographs and illustration provided for publication of mission catalogue and/or other publicity materials thereof do not in any way whatsoever violate any third party rights including without limitation trade marks, copyrights, designs, names and patents whether registered or otherwise.
- (d) The Participant undertakes not to display anything which is unlawful, in breach of any person's intellectual property, harmful, threatening, violent, offensive, defamatory, libelous, scandalous, seditious, vulgar, obscene, indecent, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable.
- (e) The Participant warrants that (i) the Products and the packaging, and (ii) all information, statements, photographs and illustration provided for publication of mission catalogue and/or other publicity materials thereof do not in any way whatsoever violate any applicable laws, rules and regulations of the importing countries.
- (f) The Participant shall be solely responsible for and shall settle all expenses and liabilities incurred by it in relation to its participation in the Mission including without limitation all shipping and transportation charges, customs duties, handling charges and other costs and expenses arising from the shipment or any other mode of transportation of the Products in connection with the Mission. If the Council pays any of such charges, duties, costs or expenses on behalf of the Participant it shall be entitled to reimbursement from the Participant on demand and may offset any amount held by it on behalf of the Participant against such payment.

### **6. PUBLICITY**

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

### **7. INFORMATION**

- (a) During the Mission the Delegate shall provide the Council with such information as to the business results of the Participant in the Mission as the Project Manager may from time to time request. Such information will not be divulged to third parties without the Participant's approval, save in relation to collective figures in respect of all or a majority of the persons or companies participating in the Mission.
- (b) At the conclusion of the Mission the Delegates shall complete questionnaires on the activities performed and the business carried out by the Participant during the Mission for the information of and further action by the Council.

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

- (a) Without prejudice to the Council's other rights and remedies, the Council has the right to terminate forthwith by notice the Participant's right to participate in the Mission on or following the occurrence of any of the following events:-
  - i. if the Participant or any of its Delegates, officers, representatives, agents or employees commits a breach of any of the Conditions;
  - ii. if the Participant, being a body corporate, enters into liquidation whether compulsorily or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or if the Participant, being a sole proprietorship or partnership, becomes or one of its members becomes bankrupt or insolvent or enters into any arrangements with its creditors;
  - iii. if the Executive Director in his absolute discretion decides that such right shall be terminated;
- (b) The Participant's right to participate in the Mission shall automatically terminate in the event that all its Delegates are refused entry visa or entry permit to the country or place where the Mission shall be held by any competent authorities.
- (c) In the event that the Participant's right to participate in the Mission is terminated, the Participation Fee will not be refunded to the Participant and any expenses incurred by the Council for and on behalf of the Participant prior to such termination and all other expenses reasonably incurred by the Council as a consequence of such termination shall be paid on demand by the Participant to the Council.
- (d) The Council reserves the right to terminate the Participant's right to participate or continue to participate in any future Mission if the Participant is found to have

committed any act including but not limited to failing to respect the intellectual property rights of any other party, non-compliance with product safety, environmental laws and/or any other act which, in the sole opinion of the Council, might damage the reputation and/or image of Hong Kong, its industries, the Mission, the Council or if the Executive Director and/or the Director or the Participant has done or failed to do any act which the Council, in its absolute discretion decides that such right shall be terminated. The Council has absolute right to review the Participant's products before the application is endorsed in writing.

### **9. CANCELLATION**

The Council reserves the right to cancel or postpone the Mission or to shorten or prolong its duration at any time without incurring any liability whatsoever to the Participant and its Delegates if circumstances outside the reasonable control of the Council (including but not limited to war, embargo, civil unrest, terrorist attacks, legal proceedings or government regulations) make it in the sole opinion of the Council (which opinion shall be conclusive) impossible, impractical or undesirable for the Council to hold the Mission.

### **10. EXCLUSION OF LIABILITY**

- (a) The Council shall not be liable for any loss, damage or personal injury howsoever suffered by or caused to the Participant or its Delegates, officers, representatives, agents, employees or any third party, or its Products or other property in the course of or in relation to the Mission, unless such loss, damage or personal injury shall be caused by any breach by the Council or its employees of the Conditions.
- (b) The Council assumes no responsibilities for any introduction or transaction made between the Participant and any third party during or as a result of the Mission.
- (c) The Participant shall be responsible for effecting all insurance coverage necessary in connection with its participation in the Mission including but not limited to insurance in respect of the Products, its other property and its Delegates (including travel and medical insurance).
- (c) The Participant undertakes to indemnify and at all times hereafter to keep indemnified the Council from and against all liabilities, actions, proceedings, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to any act, omission or default by the Participant or its Delegates, officers, representatives, agents and employees in the course of or in relation to the Mission.

### **11. CONFIDENTIAL INFORMATION**

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

### **12. WAIVER**

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

### **13. NOTICE**

- (a) Every notice or demand shall be in writing but may be given or made by post, cable, telex or fax.
- (b) Every notice or demand to be given by the Council may be sent to the address of the Participant stated in its Application Form. Every notice to be given by the Participant to the Council shall be sent to the offices of the Council at 38th Floor, Office Tower, Convention Plaza, 1 Harbour Road, Hong Kong.
- (c) Every notice or demand shall be deemed to have been received in the case of a telex, or fax, at the time of despatch, and in the case of a letter three days after the posting of the same by prepaid post.

### **14. GENERAL**

- (a) Nothing in the Application Form or the Conditions shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between the Council and the Participant.
- (b) The Application Form and the Conditions embody and set out the entire agreement and understanding of the parties and supersede all prior oral or written agreements, understandings or arrangements between the Council and the Applicant relating to the Mission.
- (c) The Council reserves the right to alter and amend any of these Conditions and to issue additional rules and regulations (including but not limited to the participants' manual) at any time it considers necessary for the orderly operation of the Mission. The amended Conditions and the additional rules and regulations shall be sent to the Participant and become effective immediately. The Participant will be deemed to have notice of the same and have accepted the amended Conditions and the additional rules and regulations. The Participant acknowledges that the Council shall have the right to interpret these Conditions, additional rules and regulations together any amendments thereof. All interpretations of these Conditions, any additional rules and regulations, and any amendments thereof by the Council shall be final and binding on the Participants.

### **15. GOVERNING LAW**

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