# APPLICATION FORM - PRODUCT PROMOTION

製造業拓展活動申請表

# CONFIDENTIAL 密件

Deadline: 30 April 2018

# KIDO

# **Hong Kong Pavilion**

香港館

# MAISON&OBJET Paris (Hall 1: Cook & Share; Hall 2: Smart Gift) 7–11 September 2018



# Important

- ◆ All Information must be supplied in **English** unless otherwise stated 除註明外,所有資料請以**英文**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. Claudie Leung>

•	Mail completed application to.	Sorr Office Tower, Convention Flaza, 1 Halbour Road, Wall Chai, HK - Attil. Niss. Claudie Leurig							
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-Sit 網址							
7.	Corporate Tax No. 稅務檔案								
8.	Business Registration Cert	ificate No. 商業登記證號碼							
9.									
10.	No. of Employees 僱員數目	目: In Hong Kong 香港 Outside Hong Kong 境外							
11.	No. of Factory Worker エノ	數 In Hong Kong 香港 Outside Hong Kong 境外							
В.	Nature of Business 業務	<b>杜</b> ····································							
1.	☐ Importer 入口商	<ul><li>2. □ Exporter 出口商</li><li>4. □ Manufacturer 生產商</li></ul>							
3.	☐ Re-Exporter 轉口商	4. ☐ Manufacturer 生產商 ☐ Factory in Hong Kong 生產設施設於香港							
		□ Factory outside Hong Kong 生產設施設於香港境外							
		(Please specify 請註明)							
5.	□ Others 其他 (Please s	pecify 請註							
C.	Export Sales Figures for	the Past Two Years  過去兩年出口額(approx. are acceptable 約數)							
1.	2017 HK\$	2. 2016 HK\$							
D	Information of Contact P	erson for this Promotion 是項活動之聯絡人資料							
D.	information of contact i								
1a.	Name Mr / Ms	2. Position 職位							
4.	·	irst Name) (姓 Last Name)							
1b.	中文姓名								
4.	Email 電子郵件	5. Direct Fax No. 直線傳真							

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

E. Name of	of Delegate(s) 出席	<b>帮是項活動之公司</b>	代表名稱									
1. Name	Mr / Ms	rst Name 名)	(Last Name 姓)		Position 職位							
中文姓名			先生/小		Travel Document Held 听持旅遊證件							
2. Name	Mr / Ms	rst Name 名)	(Last Name 姓)		Position 職位							
中文姓名			先生/小		Travel Document Held 听持旅遊證件							
F. Objective(s) of Joining this Promotion 參加是項活動的主要目的												
1. ☐ Increase of Sales 增加銷售額 6. ☐ Launch new products 推出新產品												
2. Gain ı	market exposure 獲	取市場經驗	7. [	] Pr	omote company image 扌	主廣公司形象						
3. Condu	uct market study 市	場考察	8. [	] Те	st market potential 測試過	<b>全</b> 品的市場潛力						
	ntment of agent/dist		/分銷商 9. [	_ 7 Ot	:hers 其他 (Please Speci	fied 請註明)						
	lish new contacts 建		.,,,,,,,		, (							
_												
1.	et Category 產品類 vertising Gifts & Pro auty Products & Ac ristmas Lighting 聖 rporate Gifts 公司被 shion Jewellery & A jurines & Decoratio meral Gift Items 綜 een Gifts 綠色禮品 king and Camping Fing Kong Design Ne ecessories 智能手機 ggage & Travel Goo ckaging 包裝產品	emium 宣傳禮品及 cessories 美容用 誕燈飾 體品 ccessories 時尚能 ns 小型擺設及裝能 合禮品 Products 遠足及露 w Force 香港設計 以平板電腦配件	品及配件 15 16 16 16 18 18 19 20 營用品 21 計新動力 22		用品 / 新婚賀禮及用品 Personal & Well-being Pictures & Photo Fram Scarf & Tie 絲巾及領帶 Stationery & Paper 文 Sunglasses 太陽眼鏡 Tech Gifts 科技禮品 Testing, Inspection and Toys & Sporting Good Travel Souvenirs Piaza	Gifts 個人及健康禮品 les 畫框及相架 身 具及紙品 d Certification 檢測及認證服務 s 玩具及體育用品 za 旅遊紀念精品坊 Goods 雨傘及戶外用品 表						
Brandname(	s) 品牌名稱											
Products to be promoted at the show 將在展會上推廣之產品名稱												
H. Existin	g Markets of the F	Products to be Pi	omoted 有關	<b>同產</b> 占	品的現有市場及比重							
	ry / Region		otal Sales		Country / Region	% of Total Sale						
國家/ Asia 亞洲	<b>地區</b>	<b>位認朝</b> 官	額百分率	Euro	國家 / 地區 pe 歐洲	佔總銷售額百分率						
	inese mainland 中國	內地	-	13.	<u>pe ■x/m</u> □ Germany 德國							
<u> </u>	ng Kong 香港	4F 32G	<del></del>	14.	□ U.K. 英國							
	pan 日本			15.	□ Netherlands 荷蘭							
-	rea 韓國			_	☐ France 法國							
<del></del>	ddle East 中東			17.	☐ Italy 意大利							
6. So	uth East Asia 東南亞	<u> </u>		18.	☐ Spain 西班牙							
7. 🗌 Tai	wan 台灣			19.	☐ Others 其他歐洲國家							
8. 🗌 Oth	ner Asian Countries	其他亞洲國家	<u>_</u>	Othe	· <u>s 其他</u>							
<u>Americas</u> ∌	<del></del>			20.	☐ Africa 非洲							
	S.A. 美國			21.	☐ Australasia 大洋洲							
_	xico 墨西哥											
	azil 巴西											
12.	ners 其他美洲國家											

]

I. Standard Booth Particip	ation Fee	標準攤位參展費	用							
HK Pavilion Location: (please select)	☐ Hall 1:	☐ Hall 1: Cook & Share			☐ Hall 2: S	mart Gift				
Tr	Α	В			С		А	x B + C		
Participating Format 参展方案	No. of Booth(s) 攤位數量	Participation Fe		OFFICIAL Exhibitor Registration Package		Total Amount 合計				
9.0 sqm furnished individual standard booth		HK\$30,000.00				HK\$	+ EURO580			
Showcase Display (0.5m x 0.5m x 0.5m cubic showcase)		HK\$6,000.00		EURO580.00			HK\$	+ EURO580		
Other Optional Participa	tion 其他	參展方案								
Advertisement in HK Pav	Advertisement in HK Pavilion Mission Catalogue						n Fee /Page 費(每頁計)	Total Amount 合計		
Page Exact Size: 150r	nm(W) x 21	0mm(H)		HKS			1,500.00	HK\$		
Showcase Display (0.5mx0.5r							se <u>plus</u> one-wa	y shipment from Hk		
to Paris FREE company listing	in HK Pavili	on Catalogue <u>plus</u>	on-site tra	ide coi	ntacts collecti	on.				
Compulsory Exhibitor Registration Package: EURO580.00  The registration package includes - Registration Costs - Multi-risk Exhibitor Insurance - An e-communication kit to insert into your online communication media tools - A presentation page on the exhibition website + 5 images of your products and descriptions + link to your website + link to social media pages + press kit (PDF).										
Due Date 繳款日期:										
	現票 Immediate payment on or before <b>Monday</b> , <b>30 April 2018</b>									
Please return the completed application form, a copy of Business Registration certificate and relevant cheque paymen (payable to "Hong Kong Trade Development Council") to:										
請把已填妥之參展表格,香港商業登記證副本及支票 (抬頭: 香港貿易發展局) 寄往以下地址:										
Hong Kong Trade Development Council 38/F, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong Attn: Ms Claudie Leung (PPC - M&O Paris 2018)										
Remarks:										
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 公司印章及負責人簽署	_				Date 旦期					
Full Name of Authorized Signer					Position	า				

職位

負責人姓名

#### 1. DEFINITIONS

In these Conditions of Participation and the Application Form, save as the

'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

"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

"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.
- 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 forfieted 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
- If the Participant requests the Council or its recommended travel agent (the "Agent") to reserve hotel accommodation for its Delegates, the Participan' shall pay to the Council or the Agent such amount as the Council or the shall pay to the Council of the Agent such amount as the Council of 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 of 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 immediately all amounts claimed by the hotel against the Council immediately all amounts claimed by the hotel against the Council
- 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.
- (ii) 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

#### **CONDITIONS OF PARTICIPATION**

Optional Participation Expenses under paragraph 3(b) again or expenses incurred by it by reason of the failure of the Participant to comply with the Conditions or supplying false or misleading information to the Council.

the Council.

The Participant shall reimburse the Council of all Optional Participation Expenses paid on its behalf. If, in the opinion of the Council, the deposit paid for Optional Participation Expenses under paragraph 3(b) is or will likely be insufficient to pay for all the actual expenses to be incurred by the Council, the Council may at any time requests 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. amount has been paid in full

#### 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
- (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. surcharge of 2% per month will be imposed on any outstanding amounts
- soluting an 27% per invital will be imposed the 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.
- 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

- 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) howsoever 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.

#### PARTICIPATION IN THE EXHIBITION

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

#### **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 theories objectionally. 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.
- The Participant shall be solely responsible for and shall settle all expe 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 transportation of the Products in connection with the Exhibition. If 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.

## 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.

## 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, represen agents or employees commits a breach of any of the Condition
  - if the Participant, being a body corporate, enters into liquidation whether compoulsorily or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or if the Participant, being a sole proprietorship or partnership, becomes or one of its members becomes bankrupt or insolvent or enters into any arrangements with its creditors:
  - if the Executive Director in his absolute discretion decides that such right shall be terminated;
- (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.
- 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.
- a result of the EXHIDIDION.

  (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 Ine Participant undertakes to indemnity and at all times hereatter 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 operation of the Exhibition. The amended Conditions and the additional rules and regulations shall be sent to the Participant and become effective immediately. The Participant will be deemed to have notice of the same and have accepted the amended Conditions and the additional rules and regulations. The Participant acknowledges that the Council shall have the right to interpret these Conditions, additional rules and regulations together any amendments thereof. All interpretations of these Conditions, any additional rules and regulations, and any amendments thereof by the Council shall be final and binding on the Participants.

## 17. GOVERNING LAW

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