

# STANDARD RULES & REGULATIONS

## TERMS & CONDITIONS

### 1. TERMS OF REFERENCE

In these Terms and Conditions the following definitions shall apply:  
"Application Form" shall mean the application form provided;  
"Contract" shall mean the contract established between the Exhibitor and the Organisers upon the Organisers accepting the offer of the Exhibitor to participate, upon the Terms and Conditions and the Application Form, in the Exhibition;  
"Exhibitor" shall mean the exhibition stand to be exhibited;  
"Exhibition Centre" shall mean the centre named in the Application Form or such other venue as may be selected by the Organisers under clause 4;  
"Exhibition Space" shall mean the owner/proprietor/manager for the time being of the Exhibition Centre;  
"Exhibition Space" shall mean any space in the Exhibition Centre loaned to the Exhibitor by the Organisers for the purpose of the Exhibition under these Terms and Conditions and shall include stall (ready stand) spaces and nonhall (raw) spaces;  
"Exhibitors' Official Directory" shall mean the official directory of the Exhibitors published by the Organisers or an associated company;  
"Exhibitor" shall include the person described as such in the Application Form and all employees and agents of such person and shall also include permitted sub-licencees of the Exhibitor;  
"Exhibitor's Manual" shall mean the manual supplied by the Organisers to the Exhibitor which contains information relating to the Exhibition and the Exhibition Space and other matters (as amended from time to time);  
"Fees" shall mean the amount payable for the use of the Exhibition Space (as specified in the Application Form);  
"Organisers" shall mean the persons or persons named in the Organisers' list of Exhibitors on the Application Form;  
"Representatives" shall mean the employees, servants, agents, contractors, subcontractors and all other representatives of the Exhibitor;  
"Rules and Regulations" shall mean the rules and regulations for the time being applicable to, amongst others, exhibitors at the Exhibition Centre made by the Exhibition Centre Operator.

### 2. RULES AND REGULATIONS AND EXHIBITOR'S MANUAL

The Exhibitor shall, and shall procure that its Representatives shall observe and comply with the Rules and Regulations, copies of which are available from the Organisers on request.  
The Exhibitor shall, and shall procure that its Representatives shall observe and comply with the Exhibitor's Manual.

### 3. APPLICATION FOR PARTICIPATION

Application for participation shall be made on the Application Form which shall be submitted to the Organisers for approval/acceptance by a non-refundable/non-transferable deposit for rental of the Exhibition Space as stated in the Application Form. The Organisers reserve the right to accept or refuse an application without giving any reason. If the Organisers accept an application for participation otherwise than on the Application Form, such acceptance shall nevertheless be upon and subject to these Terms and Conditions and the Exhibitor shall, if required by the Organisers, complete and submit an Application Form.  
The Exhibitor shall co-operate with the Organisers to provide them with any accessible information which they require about: (a) an Exhibitor cancelling or reducing his space reserved shall not receive any refund. Acceptance of any payment made by an Exhibitor does not mean that the application is successful unless and until the booth location has been assigned.

### 4. LICENSING AND ALLOCATION OF EXHIBITION SPACE

The Exhibition Space is loaned to the Exhibitor only (in common with the Organisers and all others authorised by the Organisers) on a non-exclusive basis. The Exhibitor is permitted to sub-lease the Exhibition Space allocated to it, either wholly or in part, or otherwise part with possession of the Exhibition Space to any other person or persons authorised by the Organisers. The Exhibitor shall ensure that any such authorised sub-lease complies with this Contract and the Exhibitor's Manual and shall be responsible for any default of such sub-lease and shall indemnify the Organisers in accordance with clause 12. The Organisers reserve the right to cancel the participation and licence immediately if unauthorised booth sub-letting occurs and the Exhibitor shall not be entitled to any refund.  
Any Exhibitor who wishes to use a company name on the Exhibition stand which is different to that stated on its Application Form must submit to the Organisers a written request for the use of the company name in the exhibition stand together with the following: (a) a copy of the documentation signed by a certified accountant or the company secretary (where the Exhibitor is a registered limited liability company) to prove that only the name of the Exhibitor has changed; or (b) other documentation to show that the new company name belongs to a wholly-owned subsidiary of the Exhibitor.

The Organisers may allocate the Exhibition Space in any manner as they deem fit but may take into account of such factors as the order of applications received and the nature of the Exhibitor's business.  
The Organisers reserve the right at their sole discretion to change the location of or venue for the Exhibition, the opening hours of the Exhibition, the time or duration of the Exhibition, the dates or dates on which the Exhibition is to be held provided that the revised dates are within 6 months of the dates set out in the Application Form, to change the Exhibition Space allocated to the Exhibitor, to alter the size and dimensions of the Exhibition Space from that which application is made in the Application Form, to change or close entrances and exits to access to the venue, Exhibition and/or Exhibition Spaces and to undertake any kind of alterations to the Exhibition Space whatsoever. In the event that the Organisers change the location or venue of the Exhibition, or the dates or dates on which the Exhibition is to be held, the Organisers will provide the Exhibitor with notice of that change as soon as practicable.  
Stand stands are erected according to a standard pattern. No variation of the standard fascia and lettering will be permitted. Exhibits and stands shall not exceed the height of the stand unless written permission has been received from the Organisers. Its drawings and all design proposals to be submitted to the Organisers for approval.  
An Exhibitor who is allocated stand space will be provided with stand services as per the schedule in the Exhibitor's Manual. Plans, drawings and design proposals for non-stand spaces must be submitted and approved according to the Rules and Regulations. These plans, in triplicate, must be submitted to the Organisers for approval not later than the time specified by the Organisers in the Exhibitor's Manual. The Organisers reserve the right to alter or amend the location or stand space or to remove any stand space or permit to be stored any goods which do not conform to the Rules and Regulations. The costs of such alteration and removal shall be entirely borne by the Exhibitor and any sums of money which may have been paid by the Exhibitor for rent and charges shall not be refunded. If any such alterations or removals are not made within the time required by the Organisers then the Organisers may undertake the same at the risk and cost of the Exhibitors, and the Exhibitors shall reimburse all costs and expenses incurred in relation thereto by the Exhibitors on demand.

### 5. EXHIBITS

No exhibit will be allowed into or out of the Exhibition Centre without an official delivery order or clearance document. The Exhibitor shall be responsible for the safekeeping of exhibits to be transported to the Exhibition Centre including, without limitation, arrangements for all necessary customs clearances and regulatory approvals and licences and for the storage of exhibits and packaging materials. Display of any working or moving exhibits must be the prior written approval of the Organisers. Precarious measures such as the provision of guards or other means of protection must be taken by the Exhibitor to protect the public from moving or working exhibits. Moving or working exhibits shall only be demonstrated or operated by persons authorised by the Exhibitor and shall not be left running in the absence of such persons. All exhibits and stand lettering must be confined to the Exhibition Space and shall not be stored or permitted to be stored in any dangerous goods (within the meaning of the Dangerous Goods Ordinance and any regulations from time to time applicable thereunder) in the Exhibition Space.  
Advertising literature should be distributed from the Exhibitor's own stands only. No business activity shall be conducted by the Exhibitor and/or its staff outside the allocated booth area. No advertising or canvassing for business may take place anywhere else in the Exhibition Hall. The Organisers reserve the right to remove at the Exhibitor's expense and risk any exhibits or publicly material not produced by the Exhibitor or its associated companies or which are not as specified on the Application Form or any exhibits in respect of which the Exhibitor has not obtained the required customs clearances, regulatory approvals or licences. If any of the Organisers finds any non-compliance by the Exhibitor of any applicable law or regulation (including without limitation any customs, import and export related laws and regulations), it may report to the relevant authorities and assist the authorities with the enforcement of such laws and regulations. The Exhibitor shall fully indemnify the Organisers for any loss, cost, expense, liability incurred by the Organisers arising from or in connection with the Exhibitor's such non-compliance. The Exhibitor shall not exhibit at the Exhibition any counterfeit goods or any goods which infringe any third party's intellectual property rights ("Infringing Goods") or any goods which are prohibited or restricted by local laws or regulations ("Prohibited Goods") or any goods which in their manufacture or production fail to comply with the Convention on International Trade in Endangered Species of Wild Flora and Fauna and/or CITES) or any other international standards in respect of ethical slaughtering and conservation of endangered species, including without limitation standards issued by the World Conservation Union ("IUCN") ("Unethical Goods"). The Organisers shall have the right, without recourse, to physically remove any goods which infringe any third party's intellectual property rights to be Infringing Goods, Prohibited Goods or Unethical Goods, to cancel the Exhibitor's right of participation and/or to close down the Exhibitor's exhibition stand and in any such event, the Exhibitor shall have no financial or other claim against the Organisers.

The Organisers shall be entitled to inspect the Exhibitor's stand and exhibits for liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of the Exhibition of any Infringing Goods or Prohibited Goods or Unethical Goods by the Exhibitor, or acts by third parties as a consequent thereof.  
As such time after the close of the Exhibition as the Organisers may specify, or on sooner termination of this Contract, all exhibits shall be removed and cleared from the Exhibition Space and vacant possession. The Exhibitor shall not store or permit to be stored any goods in good and clean order and condition as it was when initially loaned to the Exhibitor.  
Any property remaining after the last day designated by the Organisers for material to be removed shall be considered abandoned and may be sold or otherwise disposed of by the Organisers at the Exhibitor's expense. No property may be removed from the Exhibition before the Exhibitor's exit.

### 6. TERMS OF PAYMENT

Payment of the Fees by the Exhibitor in this Contract is of the essence to participation by the Exhibitor in the Exhibition.  
If any amount payable under this Contract is not paid to the Organisers by their due date for payment (whether Fees or otherwise), then the Organisers shall be entitled to charge interest on such sum from the due date of payment at the annual rate of 4% above the base lending rate from time to time of HSBC Limited Hong Kong, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after judgement.  
The Organisers shall be entitled to deduct any amount of interest and monetary union on the euro continues to exist as the lawful currency of any of the EU member states, then all references in this Agreement to, and all obligations under this Agreement in, the euro shall continue to be denominated in the euro (even if more or more obligors are incorporated or perform any obligations in the withdrawing member state). If the euro ceases to exist as a lawful currency for any reason, the replacement currency to be used for all purposes in connection with this Agreement shall (to the extent permitted by law) be the sole discretion of the organiser, who may notify the Exhibitor of such change as soon as reasonably practicable.

### 7. CONDUCT IN THE EXHIBITION CENTRE

During the term of the Exhibition and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition, the Exhibitor shall be responsible for the good conduct of its Representatives who shall be bound by and must observe these Terms and Conditions in all respects.  
Details of Exhibition hours are set out in the Exhibitor Manual or as otherwise notified in writing by the Organisers. During these times the Exhibitor shall ensure that: (a) the stand space is adequately staffed by the Exhibitor's authorised personnel and/or representatives; (b) the Exhibitor shall be operational and/or displayed (as the case may be); and (c) the Exhibitor is ready and able to conduct business.  
The Exhibitor shall supply to the Organisers the name of at least one person to be its representative in connection with the installation, operation and removal of the Exhibits and shall ensure such person is available to be contacted by the Organisers at all times during the opening hours of the Exhibition and reasonably available at other times during the Exhibition period.  
The Exhibitor shall be responsible and liable for obtaining appropriate consents and licences for the use of all intellectual property rights in any Exhibits or other materials used in connection with the Exhibition.  
Exhibitors and their Representatives shall not, or permit anyone to do so, which in the reasonable opinion of the Organisers shall cause or is likely to cause a disturbance, nuisance, annoyance, inconvenience, disruption, damage, danger or risk to any person or thing, or to the health or safety thereof, which does not conform with the general standards of the Exhibition or amounts or may amount to a breach of these Terms and Conditions or the Rules and Regulations.  
The Exhibitor shall and shall procure that its Representatives shall at all times act so as to avoid putting the Organisers in breach of the licence as amended from time to time) under which they hold the Exhibition Centre or the relevant part of it.

The Organisers reserve the right in its absolute discretion at any time to require the Exhibitor to remove (or to itself remove) any Exhibit (whether specified on the Application Form or not) which is being displayed at the Exhibition if the Organisers reasonably believe that such Exhibit contravenes any provision of applicable law, or that it is likely to cause a breach of applicable law, or that it may cause a nuisance to any person. It is expressly prohibited for the Exhibitor or its Representatives to record images of any other exhibitor's exhibition space or exhibits in any form ("images") without the prior written consent of the Organisers. Such prohibition includes, but is not limited to, the taking of photographs, videos, recordings of any kind, or other physical records. The Exhibitor and its Representatives shall be responsible for ensuring that all images agree to surrender to the Organisers on demand any material in whatever medium on which images may be recorded in violation of this rule, including but not limited to film, video tapes, sketchbooks, camera phones and digital storage devices.  
Should the Exhibitor or its Representative record any image in breach of the above rule, the copyright and other intellectual property or other rights (including the avoidance of doubt, rights in sound recordings and broadcasts) whether arising now or in the future ("IPR") shall vest in the Organisers unconditionally and immediately on the creation or recording of the images. The Exhibitor undertakes to execute all deeds and documents and to do all things and shall procure that its Representative executes all deeds and documents and do all things) as the Organisers may require in order to make good the Organisers' claim, including without limitation, delivery of the images, and copies of them in any media and should it fail to do so on demand, the Exhibitor irrevocably authorises any employee of the Organisers to execute the same in its name and on its behalf and at its attorney.  
The Exhibitor agrees to indemnify and hold harmless the Organisers, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of breach of the obligations of the Exhibitor not to record images, or any infringement of third party IPR by the Exhibitor. The Exhibitor acknowledges and agrees that the Organiser, its employees and contractors may take photographs/videos which could include images of the Exhibitor, its Representatives and its Exhibits while attending the Exhibition. The Exhibitor hereby consents to and grants to the Organiser and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The Exhibitor acknowledges that the Organiser is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights and/or to such images, and (b) any and all claims the Exhibitor and its Representatives may have relating to or arising from the images of the Exhibitor and its Representatives.

It is expressly prohibited for any Representative of the Exhibitor to visit or attempt to visit the exhibition space of any other exhibitor unless invited to do so by the relevant exhibitor.  
The Exhibitor and its Representatives must wear the identification badge specified by the Organisers at all times in the Exhibition Centre. Persons under the age of 18 are not allowed to be booth attendants nor may they enter the Exhibition Hall during the Exhibition and the moving in periods. The Exhibitor may not allow or in any way affect the structure or fixtures of the Exhibition Centre. The Exhibitor will pay or reimburse on demand to the Organisers the costs of making good any damage caused to the Exhibition Centre or fixtures by it and/or its Representatives.  
The Organisers reserve the right to refuse to allow the Exhibitor to participate in the Exhibition if the Exhibitor or any of its Representatives or any such Representative to leave if in their opinion his or her behaviour is in breach of these rules and regulations, any rules and regulations of the Exhibition Centre or local laws and regulations. The opinion of the Organisers is final in this regard.  
The Exhibitor and any other person entering the Exhibition or having an interest in the premises shall without notice be entitled to access at all reasonable times before, during and after the Exhibition to the Exhibitor's stand space.

### 8. OTHER OBLIGATIONS

The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual.  
Each of the Organisers and the Exhibitor undertakes to the other that it shall use all reasonable endeavours to ensure that all information, written or oral or in any other form, of whatever nature received by it relating to the other shall not be used in its public domain, be treated confidentially and shall not be used or disclosed to any third party except in connection with the participation in the Exhibition of the Exhibitor under this Contract or as may be required by law, or by any competent regulatory authority or by the Exhibition Centre Operator. Notwithstanding the above the Exhibitor agrees that the personal data provided by it in connection with its participation or proposal participation in the Exhibition may be used by the Organisers in accordance with clause 14.  
USE OF BRANDING:  
Subject to the Exhibitor complying with the provisions of this Agreement and any branding guidelines set out in the Exhibitor Manual or otherwise provided in writing to the Exhibitor, the Organisers hereby grant the Exhibitor a non-exclusive, non-transferable, royalty-free, revocable, worldwide licence to use the Organisers' name and logo in the Exhibition, to use such branding as may be provided by the Organisers to the Exhibitor (the "Organisers Branding") for use by the Exhibitor solely and strictly for the purpose of reasonably promoting, marketing and advertising its participation in the Exhibition.

The Organisers and any other person entering the Exhibition or having an interest in the premises shall without notice be entitled to access at all reasonable times before, during and after the Exhibition to the Exhibitor's stand space.  
The Organisers may use personal data of the Exhibitor, including his/her name, email address and physical address to conduct direct marketing in relation to the promotion of and invitation to their trade fairs in Hong Kong and around the world, and events or trade fairs organised by their affiliates and joint venture partners, including the publication of press releases, press photographs and other materials of their company, and marketing their services or products; and  
if necessary, facilitating legal proceedings, including collecting overdue amounts  
DIRECT MARKETING:  
The Organiser may use personal data of the Exhibitor, including his/her name, email address and physical address to conduct direct marketing in relation to the promotion of and invitation to their trade fairs in Hong Kong and around the world, and events or trade fairs organised by their affiliates and joint venture partners, as well as the promotion of their services via fax, email, direct mail, telephone, and other means of communication, and to contact the exhibitor's business partners. The Organiser may also use the personal data of the Exhibitor unless the Organisers have received the Exhibitor's consent to the said intended use. The Exhibitor may choose not to receive promotional materials by simply notifying the Organisers through the below contact details, and the Organisers will cease to do so, without further notice.  
(1) Name: \_\_\_\_\_  
(2) Telephone: \_\_\_\_\_  
(3) Email: \_\_\_\_\_  
(4) Postal Address: \_\_\_\_\_

### 9. INSURANCE

The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual concerning insurance. The Exhibitor must have in existence prior to its seeking access to the Exhibition Centre and at all times during the term of the Exhibition, and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition, a valid insurance policy satisfactory to the Organisers in respect of its and its Representatives' participation in the Exhibition, its Exhibition Space and its exhibits at the Exhibition. The Organisers' requirements in this respect are set out in the Exhibitor's Manual.  
The Exhibitor must have, at all times, valid and adequate insurance cover against theft, fire, public liability, damage to property, personal injury, third party losses, natural calamities, acts of God and such other risks normally insured against by Exhibitors and/or as the Organiser may require in connection with the Exhibition, including but not limited to, the Exhibitor's stand space, the Exhibition Centre and moving out periods). The Exhibitor cannot provide satisfactory evidence of such insurance cover, the Organisers shall be entitled to cancel the Exhibitor's right of participation immediately and Exhibitor shall not be entitled to any refund.  
The Organisers shall be entitled to inspect any such insurance policy and receipts for premium in any form.  
The Exhibitor shall indemnify and hold harmless the Organisers, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers pursuant to clause 4 or any postponement or cancellation of, or other change to, the Exhibition under clause 10.

### 10. POSTPONEMENT AND CANCELLATION

In addition to the Organisers' rights under clause 4, the Organisers may, without reason being necessary and without incurring any liability whatsoever to the Exhibitor other than as provided in clause 12, cancel the Exhibition, or alter its location, postpone indefinitely, or otherwise amend the contract of the Exhibition, including but not limited to, the date, time and/or duration of the Exhibition, or the location of the Exhibition, or the holding of the Exhibition by the Organisers, the performance by the Organisers of their obligations or attendance at the Exhibition by exhibitors and/or visitors, is possible, legal or substantially or materially interfered with or affected, due to any cause or causes beyond the control of the Exhibitor, including but not limited to, (a) the holding of the Exhibition by the Organisers, the performance by the Organisers of their obligations or attendance at the Exhibition by exhibitors and/or visitors, is possible, legal or substantially or 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