

Visitors’ Rules and Regulations 參觀人士條例及規則

of the Hong Kong Jewellery & Gem Fair

In these visitors' rules and regulations, the "Organiser" should mean UBM Asia Ltd.

1. Rules and Regulations

In registering for or accepting the offer of admittance to the Exhibition, visitors agree that they shall observe and comply with these rules and regulations and with the rules and regulations of the Exhibition Centre, copies of which are obtainable from the Organisers on request.

2. Conduct in the Exhibition Centre

Visitors shall not do, or permit anything to be done, which shall cause a disturbance, nuisance, annoyance, inconvenience, damage or danger to any person or thing or which in the opinion of the Organisers does not conform with the general standards of the Exhibition or amounts to a breach of these rules and regulations or applicable laws and regulations generally applying. Visitors may not bring any camera, video recorder or recording equipment of any kind into the Exhibition without the prior written consent of the Organisers. The Organisers reserve the right to search the belongings of any visitor at any time. It is expressly prohibited for visitors to record images in any form while attending the Exhibition without the prior written consent of the Organisers. Such prohibition includes, but is not limited to, the taking of photographs, video or digital recording of any type and drawing or sketching of images. Visitors agree to surrender to the Organisers on demand any material in whatever media 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 a Visitor in breach of the above rule record any image, the copyright and other intellectual property or other rights (including for the avoidance of doubt, rights in sound recording 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 Visitor undertakes to execute all deeds and documents and to do all things as the Organisers may require to vest the IPR in the Organisers including, without limitation, delivery of the images or copies of them in any media.

The Organisers reserve the right in its sole discretion to refuse admittance to any visitor or to require any visitor to leave if in their opinion his or her behaviour is in breach of these rules and regulations or of any rules and regulations of the Exhibition Centre, or contravenes applicable laws and regulations generally applying. The opinion of the Organisers is final in this regard.

3. Liability

The Organisers shall not be liable to any visitor for any loss of or damage to any of his or her property occurring (from whatever cause) in or about the Exhibition Centre nor for the death of or any injury sustained by any visitor whilst on or leaving the Exhibition Centre (other than for death or injury resulting from the Organisers negligence to the extent this cannot be excluded or restricted at law (and then only to such extent)).

The Visitor agrees that the Organisers shall not incur any liability to him or her for any products displayed or sold by any exhibitor at the Exhibition.

Each Visitor agrees to indemnify and hold the Organisers harmless, 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, its employees, agents and contractors arising out of any infringement or other claim relating to or arising out of the unauthorised taking of any Images by that Visitor.

The Visitor agrees that the Organisers shall not incur any liability to him or her for any error or omission in any information relating to any exhibitor or its products in the Exhibition’s official directory or in any other promotional or other printed materials or information provided by the Organisers or that exhibitor.

Visitor acknowledges and agrees that the Organiser, its employees and contractors may take photographs/videos which could include images of the Visitor while attending the Exhibition (the “Images”). Visitor hereby consents to and grants to the Organiser and its affiliates, the unrestricted, irrevocable, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the Images worldwide without any compensation. Visitor acknowledges that the Organiser is the sole and exclusive owner of all rights in the Images and hereby waives (a) any and all rights in and to such Images, and (b) any and all claims the Visitor may have relating to or arising from the Images or their use.

No waiver by the Organisers of any of the provisions of these rules and regulations or of any of its rights hereunder shall have effect unless given in writing and signed by any Director of the Organisers.

4. Privacy Policy Statement from The Organisers

The Organisers take individual privacy seriously. This Statement explains their policies and practices.

The Organisers respect privacy of the Visitor and the Organisers will use their reasonable endeavours:

- to implement computer, physical and procedural safeguards to reasonably protect the security and confidentiality of the personal data the Organisers collect;
- to limit the personal data collected to the minimum required to provide better service;
- to permit only properly trained, authorized employees to access personal data;
- not to disclose the personal data to external parties unless the Visitor has agreed, the Organisers are required by law or any lawful request of any enforcement agencies or the Organisers have previously informed the Visitor.

(1) Information collection

In order to provide better service to the Visitor and to fulfil the purposes set out in the next paragraph, the Organisers may collect certain information when the Visitor registers with them or communicates with them. In the process, the Organisers may also collect personal information of individual contact persons of companies or their employees. As stated in the registration form, some of the requested information is mandatory and some of them the Visitor may provide voluntarily. If specific mandatory information is requested but not supplied, the Organisers may be unable to provide the requested service. The Organisers only retain personal data for so long as it is necessary for fulfilling the purposes set out in the next paragraph.

Personal Identity data collection

In the pre-registrations to attend the Jewellery exhibitions, passport/national identity card numbers and document scans may be collected from the visitor for the prevention and detection of crime, and to protect the security and safety of the Jewellery exhibitions. Such data will be stored in the databases of the Organisers in order to verify the visitor’s identity before, during and for a reasonable time after the visit to their Jewellery exhibitions. The Organisers do not use such data for any other purposes and will not share any such data to external parties unless required by law or any lawful request of any enforcement agencies. The Organisers will not be able to process the visitor’s pre-registrations to the Jewellery exhibitions without the said identity support.

(2) Use of information

The purposes for which information may be used by the Organisers include:

- processing applications for exhibiting at or visiting their trade fairs;
- facilitating and enhancing their operations by incorporating the personal data into their database and conducting analysis, research and auditing based on the personal data;
- promoting and notifying the Visitor of their trade fairs in Hong Kong and around the world, and events or trade fairs organised by their affiliates and joint venture partners;
- distributing publications and research materials for their company;
- marketing their services or products; and
- if necessary, facilitating legal proceedings, including collecting overdue amounts.

DIRECT MARKETING

The Organisers may use personal data of the Visitor, 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, or send e-newsletters to the Visitor. The Organisers will not so use the personal data of the Visitor unless the Organisers have received the Visitor’s consent to the said intended use. The Visitor 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 charge.

I understand that by choosing to allow my badge to be scanned by an exhibitor or sponsor when at the event, I will be providing the exhibitor or sponsor with my personal data. I consent to this personal data being used to contact me about their products or services and understand that this partner or sponsor may transfer this data outside of Hong Kong for these purposes and I consent to such transfer of my data. I also understand and agree that my personal data may be held and used by the Organiser, and any third party hosting provider acting on its behalf, in order to run the event and for analysing visitor traffic with a view to improving the event experience for visitors.

(3) Disclosure / Transfer of Data

The Organisers will keep the personal data they hold confidential but may provide or transfer the personal data to:

- their agents, advisers, auditors, contractors, and service providers in connection with their operations or services for facilitating and enhancing their operations and conducting analysis, research and auditing based on the personal data;
- their overseas offices, affiliates, joint venture partners, which are also exhibition organisers, for the purposes of conducting direct marketing in relation to the promotion of and invitation to their trade fairs in Hong Kong and around the world;
- persons to whom the Organisers are required to make disclosure under applicable laws in or outside Hong Kong.

(4) Cookies [applicable to online user]

When the Visitors browse the website of the Organisers, cookies may be stored in the computer’s hard drive of the Visitors. The Organisers use cookies to personalise use of their website and to operate the service areas. The Visitors have a choice not to accept cookies, but if the Visitor exercises this choice, certain functionality may become unavailable.

(5) Security

In general, Personal Data of the Visitor is kept confidential and is only accessible by authorised personnel. Personal data stored electronically are password-protected. Encryption technology is used on the secured web areas of the Organisers. The Organisers recommend that the Visitor do not divulge his/her User Login Name and Password to anyone. The personnel of the Organisers will never ask the Visitor for his/her User Login Name and Password in an unsolicited phone call or in an unsolicited e-mail. The Visitor must remember to sign out of his/her Account and close the browser window when the Visitor has finished his/her session with the Website. The Visitor is responsible for all activities that occur under his/her User Account and Password.

(6) Hyperlinks [applicable to online user]

Their websites may include links to external sites, including sites of members, third parties and “co-branded” sites. Links to external sites do not imply any endorsement of such sites (or any products or services offered thereon) by the Organisers or any warranty or guarantee of any information provided thereon. The Organisers disclaim and exclude any responsibility or liability for any external site for which a link is provided and this Privacy Policy shall not apply to any such site. Please refer to the privacy policies of the other websites.

(7) Changes

Any changes to this Privacy Policy Statement will be posted on www.JewelleryNet.com and effective immediately on the posting date.

(8) Transfer of Data Overseas

The Organisers will generally hold personal data of the Visitor on servers in Hong Kong. However, the Exhibitor agrees that the Organisers may transfer personal data of the Exhibitor to the Organisers’ overseas offices or affiliates elsewhere in the world or to any of the people listed at paragraph 4(3) above, who may be located elsewhere.

(9) Consent and Rights of the Visitor

By checking the appropriate box below or by signing this registration form, the Visitor explicitly consents to the collection, use and transfer of his/her personal data as outlined in this Clause, including the use and provision of his/her personal data for direct marketing.

Under the Hong Kong Personal Data (Privacy) Ordinance, individuals have the right:

- to check whether the Organisers hold personal data about the Visitor and to access such data;
- to require the Organisers to correct inaccurate data;
- to ascertain policies and practices of the Organisers in relation to personal data and the kind of personal data held by them.

Please send requests to access or correct data, to cease communications, and questions or complaints to:

Digital Innovation & Business Intelligence Department

UBM Asia Ltd

17th Floor, China Resources Building

26 Harbour Road, Wanchai, Hong Kong

Tel: (852) 2516 2125 / (852) 2827 6211 Fax: (852) 3749 7349

E-mail: databi-hk@ubm.com

The Organisers may charge a reasonable fee for processing a data access request.

For security purpose and in order to prevent and detect crime, visitors may be subject to a random bag search and CCTV camera recording in the Exhibition Centre.

5. Governing Law & Jurisdiction

These rules and regulations shall be governed by and construed in all respects in accordance with the laws of the Hong Kong SAR and all visitors submit to the non-exclusive jurisdiction of the courts of the Hong Kong SAR.

The rights of the Organisers are cumulative and not exclusive of rights and remedies provided by law, and may be waived only in writing and specifically. Delay in exercising or non-exercise of any such right is not a waiver of that right.

In case of discrepancy between the English and other language versions, the English version is authoritative.

1、條例及規則

參觀人士在登記參觀展覽或接受許可參觀展覽時，即表示他們同意遵守展覽對參觀人士的條例及規則和展覽中心制定的條例及規則，參觀人士可向主辦單位索取條例及規則副本。

2、在展覽中心的操守

參觀人士不得造出或容許造出可引致混亂、滋擾、煩擾、不便、傷害或危害他人身體或財物的事情，或者是主辦單位認為與一般展覽規則不相符的事情，或者是構成違反條例及規則或相關法律和條例的事情。未經主辦單位事先書面批准，參觀人士不得攜帶照相機、攝像機或其它任何形式的錄像設備進入展覽中心。主辦單位有權隨時搜查任何參觀人士的隨身攜帶物。

在出席展覽期間，未經主辦單位事先書面批准，明確禁止參觀人士錄製任何制式的影像。該項禁止包括但不限於：任何形式的拍照、攝錄或數碼攝錄及繪圖或畫草圖。參觀人士同意在被要求時向主辦單位交出帶有影像的任何性質的違規材料，包括但不限於：膠片、錄像帶、草圖本、照相機和數碼存儲設備。

若參觀人士違規錄製任何影像，影像創作和錄製形式的版權和其它知識產權，或其它權利（為免生歧義，包括錄音和廣播的權利）（“知識產權”），不管是現在還是將來產生的權利，都將無條件並立即歸屬主辦單位所有。

參觀人士保證按主辦單位要求簽署所有的契約和文件及採取一切行動，以便將知識產權歸屬主辦單位，包括但不限於：遞交原始影像或拷貝的存儲媒介。對違反展覽和展覽中心條例及規則、相應法律和條例的參觀人士，主辦單位有權單方面拒絕任何參觀人士入場，或要求其離開展覽中心。在此問題上，主辦單位具有最終判斷權。

3、責任

主辦單位對參觀人士在展覽中心及其附近對自身或他人財物所發生的損失或損壞（無論何種原因），不承擔任何賠償責任，也不對參觀人士在展覽中心和離開展覽中心的過程中發生的死亡或傷害事故承擔任何責任（不包括由於主辦單位超過法律限定範圍內（僅此範圍內）的疏忽所引起的死亡和傷害）。

參觀人士同意主辦單位對參展商在展覽會中展示或銷售的產品不承擔任何責任。

參觀人士同意向主辦單位、其員工、代理人及承包商賠償並免其蒙受由於參觀人士自身或其代理的任何侵權行為或未經允許錄製影像而導致主辦單位自身或其代表蒙受或向其提出的一切申索、責任、損失、訴訟、程序、賠償、判決、支出、費用（包括法律費用）及收費等任何損失。

參觀人士同意，主辦單位對展會官方手冊、或其它推廣材料、印刷材料中提供的與參展商或參展產品相關的信息中的錯誤或遺漏，或者是由主辦單位或參展商提供的信息中的錯誤或遺漏不承擔任何責任。

參觀人士確認和同意，主辦單位、其員工及承包商可以對展會進行拍照/攝像，並可包括出席展覽之參觀人士的肖像（“影像”）。參觀人士在此同意免費授予主辦單位及其分支機構於全球就該影像之許可使用權（及授與他人使用之再許可權），該授予之權利是無限制的、不可撤銷的、永久的、全球性的、免版稅和可轉讓的。參觀人士確認，主辦單位是該影像所有權利的唯一擁有者，並特此放棄（一）就該影像之任何及所有權利，及（二）就該影像或使用該影像所產生和與之相關之任何及所有索償的主張。

除非有主辦單位提供其任一董事簽名的書面確認，否則主辦單位不免除條例及規則中之任何規定，或其任何權利。

4、私隱政策聲明

主辦單位非常重視個人私隱。此聲明解釋主辦單位的政策及實務。

主辦單位尊重參觀人士的私隱並且會盡合理努力：

- 實行電腦、實地及程式上的保護措施，以合理地保障主辦單位所收集個人資料的保安及機密性
- 將所收集的個人資料局限在提供更佳服務所需的最低範圍
- 只准許經過培訓、授權的雇員接觸個人資料
- 不會向外界協力廠商披露參觀人士的個人資料，但如屬經參觀人士同意、主辦單位在法律上被規定或任何執法機構的合法要求或主辦單位之前已通知參觀人士的披露則除外。

(1) 收集資料

為了向參觀人士提供更佳服務並履行下一段所列明的目的，主辦單位可能在參觀人士向主辦單位辦理登記手續或與主辦單位通訊時收集若干資料。在此過程中，主辦單位亦可收集有關公司個別聯絡人士或其雇員等個人資料。如登記表格上所述，有些要求的資訊是強制性的，其中有些是可以自願提供的。如未能提供主辦單位所要求的特定強制性的資料，主辦單位可能無法提供參觀人士所要求的服務。主辦單位只在有必要的期間內為履行下一段所列明的目的保留個人資料。

個人身份資料收集

基於保安理由，為參觀人士登記參加珠寶展覽會的過程當中，主辦單位有可能要求登記人提供國家護照/國家身份證編號及掃描影本，藉以預防及偵查罪案、保障主辦單位珠寶展覽會的保安及所有在場人士的安全。收集的個人資料將被儲存在主辦單位的資料庫中，以便主辦單位於展覽前、展覽期間及展覽後的一段合理時間內，能為參觀人士核實身份。除非因應法律要求或任何執法機構的合法要求外，主辦單位不會將收集資料作其他用途，並且不會向外界分享該等資料。如未能提供有關身份證明文件核實身份，主辦單位將無法為參觀人士辦理珠寶展覽會登記服務。

(2) 使用資料

主辦單位可使用資料作各項用途，包括：

- 處理參展或參觀主辦單位的展覽會的申請；
- 促進及加強主辦單位的運作，將所收集的個人資料納入主辦單位的資料庫，並根據該個人資料作分析、研究及審計；
- 向參觀人士宣傳及通知主辦單位在香港及世界各地的展覽會及由主辦單位的附屬公司及/或業務合夥人所主辦的活動或展覽會；
- 分派主辦單位的刊物及研究資料；
- 推廣主辦單位服務或產品；以及
- 如需要，為法律程序提供協助，包括追討拖欠款項。

直接促銷

主辦單位可使用參觀人士的個人資料包括姓名、電郵及位址透過傳真、電郵、直接郵遞、電話推廣及/或其他通訊形式，或發送電子通訊向參觀人士為宣傳及邀請到主辦單位在香港及世界各地的展覽會及由主辦單位的附屬公司及/或業務合夥人所主辦的活動或展覽會，以及推廣主辦單位的服務而進行直接促銷。未經參觀人士同意上述的使用意圖，主辦單位不會使用參觀人士的個人資料。參觀人士如選擇不接收推廣資料，只需經下述聯絡方法通知主辦單位，主辦單位將停止進行上述推廣，不會就此收費。

本人同意就本人在展覽會中選擇的參展商及供應商對本人的入場證進行掃描，並願意向其提供本人的個人資料。本人同意前述個人資料可用於參展商及贊助商就其產品或服務與本人進行聯絡，並同意參展商及贊助商為上述目的而將資料轉移至香港以外的地區。同時，為經營展覽會、分析訪客流量及改善訪客的活動體驗所需，本人理解並同意由主辦單位和任何代表其利益的協力廠商持有並使用本人的個人資料。

(3) 披露/資料轉讓

主辦單位將會對主辦單位所持有的個人資料保密，但可能會將個人資料提供或轉讓予：

- 與主辦單位業務運作或服務有關的代理、顧問、核數師、承辦商、或服務提供者，為促進及加強主辦單位的運作，將所收集的個人資料作分析、研究及審計；
- 主辦單位的海外辦事處、附屬公司、業務合夥人，亦是其他展覽的主辦單位，目的為有關主辦單位在香港及世界各地主辦的展覽會的宣傳或邀請進行直接促銷；
- 根據香港境內或境外適用法律，主辦單位須向其作出披露的人士。

(4) 曲奇檔案[線上使用者適用]

參觀人士瀏覽主辦單位網站時，曲奇檔案可能會儲存在參觀人士的電腦硬碟。主辦單位網站使用曲奇檔案將參觀人士使用本網站個人化，並以此操作服務區域。參觀人士可選擇不接受曲奇檔案，但如參觀人士不接受，可能會失去某些功能。

(5) 保安

一般而言，參觀人士的個人資料將被保密，且僅可由獲授權人士觸及，個人資料儲存是有密碼保護，而在主辦單位所保障的網頁範圍內會使用加密技術。主辦單位建議參觀人士不要向任何人透露參觀人士的使用者登入名稱和密碼。主辦單位的人員永不會以未經請求的電話或未經請求的電郵詢問參觀人士的使用者登入名稱和密碼。參觀人士於接過及使用本網站及服務完畢後，謹記註銷帳戶和關閉參觀人士的瀏覽視窗。參觀人士須就通過參觀人士的使用者帳戶和密碼所發生的一切活動負責。

(6) 超文字連結[線上使用者適用]

主辦單位網站可能包含外部網站的連結，其包括其他成員公司之網站、協力廠商和“聯合品牌”的網站。對外部網站的連結並不代表主辦單位對該網站（或其提供之任何產品或服務）作出之任何認可，及不代表主辦單位對該網站提供的任何資訊作出任何擔保或保證。主辦單位聲明並排除任何外部網站的任何責任，而主辦單位之私隱政策並不適用於該外部網站。請參閱其他網站的私隱政策。

(7) 更改

任何私隱政策聲明的修訂將刊登於www.JewelleryNet.com 並即時生效。

(8) 海外資料轉移

主辦單位通常會將參觀人士的資料儲存在主辦單位香港的伺服器內，但參展商亦同意主辦單位將參展商個人資料轉移到主辦單位或附屬公司位於香港以外的辦事處或本條款第4(3)段所述並可能位於海外的人士。

(9) 參觀人士的同意及權利

如參觀人士於以下空格加上剔號或在此登記表簽名，即表示參觀人士明確同意主辦單位根據本條款中所概述，收集、使用及轉移參觀人士的個人資料，包括使用及提供參觀人士的個人資料以供直接促銷用途。

根據《個人資料(私隱)條例》，個別人士有權：

- 檢查主辦單位是否持有參觀人士的資料及查閱該等資料；
- 要求主辦單位更正不準確的資料；
- 查明主辦單位有關個人資料的政策及實務以及主辦單位所持有的個人資料的性質。

如有需要查閱或更正資料，停止通信、有問題或投訴，請來函至：

商業智能及數碼創新部

亞洲博聞有限公司

香港灣仔港灣道26號

華潤大廈17樓

電話：（852）25162125 /（852）2827 6211傳真：（852）37497349

電子郵件：databi-hk@ubm.com

主辦單位可能會就查閱資料之請求收取合理費用。

為了安全起見，以及為了防止和探索犯罪行為，參觀人士隨身攜帶的提包需要隨時接受抽查，並在展覽中心接受閉路電視錄像。

5、政府法律及管轄權

所有的條例及規則由香港特別行政區法律管轄，並根據香港特別行政區法律解釋，所有參觀人士都服從香港特別行政區法律法院的非專屬性管轄權。

除非獲得書面註明，否則主辦單位的權利是累加的，將不會取代法律權利及補救方法。遲延行使或不行使任何權利不應視為放棄有關權利。

(中文譯本只供參考用途，所有內容均以英文為準)