

**“International Designer Arena” Application Form**  
**「國際設計師專區」申請表**

I. Designer Information 設計師資料			
Designer Name (英文)	_____		
設計師名稱 (中文)	_____		
Place of Resident 居住地	_____		
Company Name (英文)	_____		
公司名稱 (中文)	_____		
Address (英文)	_____		
公司地址 (中文)	_____		
Postal Code 郵編	Country 國家	_____	
Tel 電話	Fax 傳真	_____	
Contact Email 電郵	Website 網址	_____	
Contact Person 聯絡人	Position 職位	_____	
Product Brand Name 品牌名稱	_____		
Member of 本人是以下商會會員			
<input type="checkbox"/> HKJMA (Membership No.: _____) / 香港珠寶製造業廠商會 (會員編號: _____)			
<input type="checkbox"/> Others 其他: _____			

II. Exhibits 展品類別 (Please <input checked="" type="checkbox"/> the appropriate box. 請選擇合適空格。)			
<b>FINE JEWELRY 珠寶首飾</b>			
<input type="checkbox"/> Diamond Jewelry 鑽石首飾	<input type="checkbox"/> Gemset Jewelry 寶石首飾	<input type="checkbox"/> Gold Jewelry 黃金首飾	
<input type="checkbox"/> Jade Jewelry 翡翠首飾	<input type="checkbox"/> Platinum Jewelry 鉑金首飾	<input type="checkbox"/> Pearl Jewelry 珍珠首飾	
<input type="checkbox"/> Opal Jewelry 蛋白石/閃山雲石首飾	<input type="checkbox"/> Semi-Precious Stone Jewelry 半寶石首飾	<input type="checkbox"/> Silver Jewelry 純銀首飾	
<input type="checkbox"/> Others 其他: _____			

III. Participation Fee 參展費用		
<b>New or Renewal Applicant with less than 5 years participation history of IDA</b>		
<b>新申請人或參展國際設計師專區年資少於 5 年的續展申請人</b>		
<b>Open-Area Booth in 6 sq.m.</b> <b>6 平方米開放式展位</b>	<b>Local Exhibitor</b> <b>本地參展商</b>	<b>Overseas Exhibitor</b> <b>海外參展商</b>
	<input type="checkbox"/> HK\$14,650	<input type="checkbox"/> US\$1,890

\*Participation in International Designer Arena is subject to a selection of Organizer. 主辦機構有權審批設計師之參展資格。

Booth Facilities	展位設施
2 Showcases	2 個陳列飾櫃
1 Lockable Cupboard	1 個有鎖儲物櫃
2 Chairs	2 張椅
Lights	燈光裝置
Fascia board with Designer Name	設計師名牌
Waste Basket	廢物箱
Carpet	地毯

\*Above facilities are for reference only 以上設施只供參考

**IV. Application Deadline: 28 June 2024 截止日期：2024年6月28日**

Completed & signed Application Form with required documents (please refer to the Application Guidelines) must be submitted before above deadline to be included into the selection session. Incomplete applications and applications received after deadline will fall into waiting list automatically in order of arrival, these applicants would only be considered if there are still booths available thereafter.

請於截止日期前提交已填妥的申請表格及所須文件(請參照申請須知)，方可進入評審會，否則將視為後補申請，將以先到先得接受評審，後補尚餘位置。

**V. Selections & Payment Method 甄選及參展費繳交方法**

The organizer has the right to select eligible participants, the selection would be conducted in **July 2024** and selected participants will be informed via email in **August 2024**. Upon receipt of the Confirmation & Debit Note, please settle payment before deadline to confirm participation.

主辦機構有權選擇符合資格的申請人參加「國際設計師專區」。評審將於**2024年7月**進行，所有入選者將於**2024年8月**內獲發電郵通知。當收到確認信及付款通知時，請於指定日期前繳交全數參展費用以確實參與。

**VI. Declaration 聲明**

I本人 (Designer Name 設計師名稱) \_\_\_\_\_  
hereby apply to join **JMA Hong Kong 2024** and I will abide the “Application Guidelines” & “Rules for exhibition application and General Regulations for the exhibition” set out by the Organizer. I understand that the above information will be included in the Organizer’s databank and agree the organizer and its associated companies can make use of the information for the promotion of the Exhibition. I accept that the Organizer bears no responsibility for any errors/omissions.

聲明申請參加 **JMA 香港國際珠寶節 2024** 並同意遵守主辦機構訂定的參展申請條款及展覽規則。本人明白上述資料將儲存在主辦機構資料庫內，並同意可供主辦機構及其聯營機構作為推廣是次展會之用及其他貿易拓展途徑。本人同意，上述資料如有錯漏，主辦機構毋須負責。

If you do not wish to have your information included in the Promotion of “JMA Hong Kong 2024”, please  
✓ against the box.

倘若閣下不欲將有關資料作為推廣「JMA 香港國際珠寶節 2024」之用，請在空格內加上✓號。

\_\_\_\_\_  
Authorized Signature 負責人簽署

\_\_\_\_\_  
Date 日期

\_\_\_\_\_  
Name in Print 姓名

\_\_\_\_\_  
Title 職位

**Organizer 主辦單位**

**Hong Kong Jewelry Manufacturers' Association 香港珠寶製造業廠商會**

Unit G, 2/F., Kaiser Estate Phase 2, 51 Man Yue Street, Hunghom, Kowloon, Hong Kong

香港九龍紅磡民裕街凱旋工商中心2期2樓G室

Tel 電話: 852 2766 3002

Fax 傳真: 852 2362 3647

Email 電郵: ginnychu@jewelry.org.hk (IDA application)

hkjmashow@jewelry.org.hk

Show Website 網址: www.jewelrysthows.org



# JMA Hong Kong International Jewelry Show

## Rules for Exhibition Application & General Regulations for Exhibition

### 1. Definition

In these Regulations, save as the context otherwise requires:

- "Applicant" means an applicant to this Application, who may be a sole proprietor, a partnership, a limited company, or legal organization and as the case may be, whose Application may or may not be accepted by the Organizer at its sole discretion in accordance with these Regulations.
- "Application" means the application completed and submitted by the Applicant to the Organizer to apply for a space to exhibit at the Exhibition.
- "Application Fee" means a non-transferrable fee for the Application to exhibit in the Exhibition as determined by the Organizer.
- "Application Form" means the form submitted in hard copy or online by which the Exhibitor makes the Application.
- "Bank" means Bank of China (Hong Kong) or such other bank as may be mentioned on the Application Form.
- "Booth" means a standard Booth and/or a Corner Booth.
- "Booth Location Allocation Meeting" means a meeting stipulating procedures for Booth allocation and choice of Exhibition Space for the Exhibitors, organized by the Organizer after acceptance of all eligible Application.
- "Booth Service Fee" means the additional service fee in addition to the Participation Fee to be payable by the Applicant in the event of an acceptance of its Application to Exhibit by designated due dates.
- "Business Documents" means the Exhibitor's latest business registration certificate and/or documents, certificate of incorporation, annual returns, business cards, product catalogues, and/or other documents and/or materials.
- "Corner Booth" means a booth referred to in Clause 5.6 of these Regulations.
- "Exhibit" means any fixed and/or movable items of display that the Exhibitor may display within its Stand.
- "Exhibition" means the exhibition to be organized by the Organizer as specified in the Application Form.
- "Exhibition Space" means the area for exhibition allocated to the Exhibitor in accordance with Clause 5 and Clause 9 of these Regulations.
- "Exhibition Stand" or "Stand" means the entire area assigned by the Organizer to the Exhibitor for the purpose of exhibition during the entirety of the Exhibition.
- "Exhibitor" means an Applicant whose Application has been accepted by the Organizer.
- "General Regulations for Exhibition" means an additional document for the Booth Location Allocation Meeting and the Exhibitor Service Manual, stating the rules and regulations of exhibition by the Organizer which needs to be adhered to by the Exhibitors at all times.
- "Government" refers to the government of the Hong Kong Special Administrative Region.
- "Hong Kong" means Hong Kong Special Administrative Region of the People's Republic of China.
- "Infringing Goods" means any counterfeit goods or any goods which infringe any third party's intellectual property rights.
- "Online Login Information" means the assigned user identification code and password that the Organizer may assign to the Exhibitor to access Online Services.
- "Online Services" means any online platform provided by the Organizer, including an online exhibitor registration system that allows The Exhibitors to log in with an assigned user identification code and password to handle its application for and participation in the Exhibition and submit service order for the Exhibition.
- "Organizer" means the Hong Kong Jewelry Manufacturers' Association
- "Participation Fee" means a fee payable to the Organizer with respect to the renting of the Exhibition Space and/or Exhibition Stand.
- "Prohibited Goods" means any goods which are prohibited or restricted by Hong Kong laws and/or applicable regulations.
- "Publicity Material" means the promotional gifts, catalogues, pamphlets and/or all and any advertisement or product with any promotional spirit whatsoever which the Exhibitor wishes to display, distribute or use at the Exhibition.
- "Raw Space" means vacant exhibition space.
- "Regulations" means these rules for Exhibition Application and General Regulations for Exhibition as amended from time to time by the Organizer.
- "Representative" means all personnel, agents or representatives who are authorized to represent and/or act on behalf of the Exhibitor throughout the entirety of the Exhibition.
- "Standard Booth" means a booth referred to in Clause 7 of these Regulations.
- "Venue" means the exhibition venue specified in the Application Form or such other venue as notified to the Exhibitor in writing prior to the commencement of the Exhibition.

### 2. Application and Conditions of Participation

- 2.1 All applications for participation in the Exhibition shall be made on an Application Form and submitted to the Organizer on or before the required date of submission accompanied by an Application Fee. Incomplete Applications and/or Application that fails to enclose any of the requested documents and/or the applicable Application Fee will not be considered and may be discarded without prior notice to the Applicant.
- 2.2 The Organizer has the sole and absolute discretion on the admission of the Exhibitors. Until an Application has been accepted in writing by the Organizer, no rights to exhibit is granted by the Organizer notwithstanding payment or acceptance of the full Application Fee submitted with the Application.
- 2.3 The Organizer retains the right to cancel and/or reject any Application anytime notwithstanding that (a) an Application has been accepted in writing and (b) the applicable Application Fee has been received by the Organizer. The Organizer reserves the right, at all times, to decline any Application anytime without giving any reason.
- 2.4 If the Organizer accepts an Application otherwise than on an Application Form and/or in writing, such acceptance shall nevertheless be subject to these Regulations and the Exhibitor shall, if required by the Organizer, complete and submit an Application Form.
- 2.5 Neither any acknowledgement of receipt of submitted Application Form nor any request for payment issued by the Organizer shall, by any means, constitute acceptance of the Application for the purposes of clause 2.2 above.
- 2.6 All Exhibitors must be legally registered companies/organizations carrying on business either in Hong Kong or in their country of origin in accordance with applicable laws. The Organizer may require the Exhibitors to produce originals and/or copies of Business Documents as may be requested, proving that they are carrying on business with linkage to the jewelry industry at the material time. Unless otherwise notified by the Organizer in writing, original documents should not be submitted as the Organizer cannot guarantee their return. In the event that any of the Business Documents are requested by the Organizer, the Organizer shall take every measure to ensure safe custody of the Business Documents but shall not be held responsible for any losses or damages.
- 2.7 The Organizer reserves the right to maintain a record of those Exhibitors who are in breach of any of the clauses stated in these Regulations and may at its sole and absolute discretion refuse to allow these Exhibitors or any of their parent, associate, affiliated and/or subsidiary companies to participate in any or all future exhibitions and/or related events arranged by the Organizer.
- 2.8 The Exhibitor warrants that the Application Form and all other documents and information submitted to the Organizer in connection with it shall be true, complete, and up-to-date.
- 2.9 The use of Stand allocated to or custom built by the Exhibitor is to be used strictly for trade and/or promotion purpose for the duration of the Exhibition. The Exhibitor is required to use the area allocated for the Stand in manner satisfactory to the Organizer both during assembling and installing of the Stand as well as at the Exhibition. The Organizer reserves the right to clear all or part of the Stand allowed to or custom built by the Exhibitor at the Exhibitor's expense without notice should it not be satisfied with the way the Stand is used. Save as provided in these Regulations, no Exhibitor shall have any claim for any refund in respect of the Booth Service Fee, the Participation Fee or any other monies paid in such circumstance.

### 3. Application Fees, Payment and Refund

- 3.1 The Application Fee, Booth Service Fee, Participation Fee and all other monies payable to the Organizer are exclusive of all taxes. Any applicable tax payable in respect of the payment made for participation in the Exhibition will be the responsibility of the Exhibitor. If at any time there is any withholding or deduction in respect of any taxes, duties or other charges that the Exhibitor would need to apply in accordance with any applicable laws of any country/region on any payment to the Organizer, the sum due from the Exhibitor in respect of such payment shall be increased to the extent necessary to ensure that after making such deduction or withholding, the net amount paid to the Organizer shall be equal to the sum it would have received if no deduction or withholding had been applied, and the Exhibitor shall be responsible for settling the withholding taxes or other payments to the relevant authorities on its own account. Any invoice sent to the Exhibitor by the Organizer may include any applicable tax chargeable in accordance with the applicable laws.
- 3.2 The Organizer reserves the right to demand additional, non-interest bearing deposit(s) at any time as a guarantee for compensation of actual or potential damage.
- 3.3 In the event that an Application is not accepted, the Application Fee paid shall be refunded by the Organizer without interest to the Applicant within forty-five (45) working days from the date of notice of rejection of the Application.
- 3.4 Unless an Application is rejected or declined by the Organizer, all Application Fee paid will be forfeited and any outstanding sums due will be subject to immediate payment.
- 3.5 The Organizer retains all legal rights to claim any outstanding balances from the Exhibitor pertaining to its Application, with 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 the Bank, accruing on a daily basis and being compounded quarterly until payment is fully paid to the Organizer.

### 4. Use of Online Services

- 4.1 Subject to service availability and consent of the Organizer, the Exhibitor may use Online Services provided by the Organizer to handle its Application and to submit service orders to the Organizer. When using Online Services, the Exhibitor must strictly comply with all guidelines imposed by the Organizer at all times. The Organizer shall, in no circumstances, be liable to the Exhibitor or any other person for any damages or losses caused by (a) unauthorized access made possible due to internet security, whatsoever and howsoever occurred, of the Online Services; and/or (b) the Exhibitor's mistakes, delay, loss or omission in transmissions made using Online Services.
- 4.2 If Online Services is made available to the Exhibitor, the Exhibitor may change its Online Login Information at any time, but such change shall only be effective if accepted by the Organizer.

- 4.3 The Exhibitor shall, in good faith, exercise reasonable care and diligence to keep its Online Login Information confidential. At no time and under no circumstances shall the Exhibitor disclose any, if not all, of its Online Login Information to any other person.

- 4.4 The Exhibitor shall be responsible in full for any unauthorized disclosure of any of the Online Login Information to any other person and shall bear all risks of the same being used by any unauthorized persons or for any unauthorized purposes.

- 4.5 Upon notice or suspicion of any of the Online Login Information being disclosed to or coming into the possession or control of any unauthorized person, or of any unauthorized use of the Online Services being made, the Exhibitor shall notify the Organizer immediately and, until the Organizer's actual receipt of such notification, the Exhibitor shall remain responsible for all and any unauthorized use of Online Services.

### 5. Space Allocation

- 5.1 The Organizer has the sole and absolute discretion to allot Exhibition Space and/or location of Exhibition Stands in the Venue for positioning or construction of Exhibition Space and/or Exhibition Stands and determining the location of the same. All decisions to such effect shall be final and no request for change will be entertained.

- 5.2 The Exhibitor's right to exhibit at the Exhibition and to use, on a non-exclusive basis, the Exhibition Stand allocated to or custom built by the Exhibitor is personal to the Exhibitor and shall not be transferred, assigned, sub-contracted, licensed to or otherwise howsoever shared with any third party. Any Exhibitor who is found by the Organizer in its absolute opinion to have transferred, assigned, sub-contracted, licensed or otherwise howsoever shared its Stand with a third party, will be deemed to have breached these Regulations, resulting in termination and cancellation of its right to exhibit under Clause 15.1. Such Exhibitor will also be obliged to immediately withdraw from the Exhibition, dismantle its Stand and remove its Exhibits at its own expense.

- 5.3 The Organizer reserves the right to maintain a record of the Exhibitors who breached Clause 5.2 of these Regulations and may, at its sole and absolute discretion, refuse to allow these Exhibitors or any of their parent, associate, affiliated and/or subsidiary companies to participate in any or all future events arranged by the Organizer.

- 5.4 Any Exhibitor who wishes to use a name on its Exhibition Stand which is different to that submitted on its Application Form must submit notice of this change to the Organizer in writing prior to the Booth Location Allocation Meeting together with the following: (a) Participation Name Change Request Form and the administration fee (b) (i) documentation (in form and substance satisfactory to the Organizer) signed by a certified accountant or the company secretary (in the case of a registered limited liability company) to prove that only the name of the Applicant company has changed and not its ownership; or (ii) other documentation (in form and substance satisfactory to the Organizer) to show that the new company name belongs to a wholly-owned subsidiary of the Applicant. In the situation where a name change request is made after the Booth Location Allocation Meeting, the Organizer may only consider such request after completing all necessary procedures of the Booth Location Allocation Meeting but reserves all rights to reject such request without reasons.

- 5.5 If any Exhibitor which having had its Application accepted by the Organizer subsequently divides its business between its existing shareholders, splits its business into two or more separate companies, the Organizer shall reserve the right to terminate all arrangements with the original Exhibitor and reallocate the Exhibition Space without refunding any Application Fee, Booth Service Fee, Participation Fee or all other monies paid to the Organizer, unless the shareholders concerned can reach an agreement among themselves regarding the transfer of right to exhibit of which the Organizer is notified with at least three (3) months prior to the commencement of the Exhibition by an original or certified true copy of the Exhibitor's board of directors' meeting resolution, stating that all Exhibitor's shareholders have agreed and appointed a particular shareholder to take over the right to exhibit.

- 5.6 The Exhibitor wishing to apply for a corner booth should indicate this request clearly in the Application. Corner(s) are not guaranteed and are subject to availability. The usage right of corner booth(s) will be decided in the Booth Location Assignment based on the allotment policy. All corner booth request will become final & could not be withdrawn or cancelled upon release of booth allotment grouping documents; the last corner booth will be assigned "As Is" for the last drawn applicant without recourse. Refund of corner charge will be made for unsuccessful applicants.

- 5.7 In order to promote, distribute, or display any business card, material or exhibit (promotional or otherwise) bearing the name of, or allow the presence of any employee or representative of, a wholly-owned subsidiary of the Exhibitor or a third party company for whom the Exhibitor is acting as a formal agent or distributor, on its Stand, the Exhibitor must apply in writing to the Organizer for permission at least three(3) months prior to the commencement of the Exhibition together with supporting documents showing the connection between the Exhibitor and the relevant subsidiary or third party company. The Organizer has the sole and absolute discretion to determine whether to give such permission and in giving such permission, may stipulate such conditions as it deems fit. The Exhibitor shall be deemed to have breached Clause 5.2 and Clause 9.2 of these Regulations if the Exhibitor distributes or displays any business card, material or exhibit bearing a third party's name or allow the presence of any person other than its employee without the prior permission of the Organizer or in violation of any condition so imposed.

- 5.8 The Organizer has the right, at its sole and absolute discretion, to prevent the Exhibitors from having more than one Booth at the Exhibition.

- 5.9 The Organizer has the right to prevent two or more Exhibitors with a common shareholder structure (inclusive of the Exhibitors whose Application have been accepted) to consolidate the Exhibition Space or to display the same goods or product range at separate Stands, notwithstanding that their Applications having been accepted.

### 6. Assembling, repairing, altering and dismantling Stands on Raw Space

- 6.1 All design, construction, assembling, installation, dismantling and decoration work carried out at the Exhibition must comply with all regulations imposed by the Organizer and Venue and adhere to their applicable and relevant safety regulations, together with current local laws and regulations in force in Hong Kong. This applies to the Exhibitor, its agents, contractors and sub-contractors. The Organizer reserves the right to stop any work which may contravene with any of these laws and regulations and the Exhibitor shall have no claim against the Organizer and/or its agents for any losses or damages relating thereto. There shall be no claim whatsoever against the Organizer and/or its agents for any extra cost for reconstructing the Booth in accordance with the regulations of the Organizer and Venue or other related loss or damage that may incur.

- 6.2 Original plans and design proposals for Raw Space made in the form of drawings, must be submitted in duplicate to the Organizer for approval not later than six (6) weeks before commencement of Exhibition. Drawings submitted must be in a reasonable scale of not less than 1:100, fully dimensioned and contain all relevant information including, but not limited to floor lay-out plan, booth elevation, fittings, carpeting, colours and materials to be used, moving Exhibits, audio-visual equipment, weights and point loading of Exhibits.

- 6.3 No construction may be erected at the Venue unless the plan and design proposal is/are approved in writing. The Organizer has sole and absolute discretion to approve the aforementioned plan(s) and design proposal(s).

- 6.4 Stands and Exhibits shall not exceed the maximum floor loading limit as indicated by the Organizer.

- 6.5 There shall be no suspension of light fittings or booth assemble parts from the ceiling structure of the Venue unless prior approval in writing is obtained from the Organizer.

- 6.6 There shall be no fixings to the surface of the floors to secure margin boards and other booth fittings unless prior approval in writing is obtained from the Organizer.

- 6.7 Booth assembling, installation and decoration must be carried out within the time limits specified by the Organizer. The Organizer reserves the right to assemble, install or decorate any Exhibition Space or Booth which is not completed by the stipulated time at the Exhibitor's expense.

- 6.8 Repairs or alterations to the Booth may only be carried out when the Exhibition is closed to public and with prior written agreement from the Organizer.

- 6.9 No Booth and its Exhibits displayed thereof shall be dismantled and/or removed during the official opening hours of the Exhibition unless special permission has been granted in writing by the Organizer.

- 6.10 It is the Exhibitor's responsibility to transport, assemble, dismantle and remove any self-constructed Stands. All such work must be carried out within the time limits specified by the Organizer unless approval is otherwise given.

### 7. Standard Booths

- 7.1 Standard Booths are provided by such contractor as designated by the Organizer and are of a standard design. No variation of the Standard Booth, including but not limited to its fascia board, lettering and fittings, shall be conducted unless prior written approval is given by the Organizer.

- 7.2 No decoration, booth fitting or Exhibit shall exceed the standard height of the Standard Booth.

### 8. Electricity

- 8.1 Only electricity can be used as a source of light or power at the Venue.

- 8.2 All electrical works shall be carried out by the official contractor designated by the Organizer at the Exhibitor's expense. Design plan or proposals for electrical installation must be submitted to the Organizer for approval not later than six (6) weeks before the commencement of the Exhibition. The Organizer may require amendments or variations to be made to the design plan or proposals at its sole and absolute discretion.

- 8.3 Electricity, whether from the mains, batteries or generators shall be operated in accordance with the safety standard regulations and additional provisions of the Venue.

### 9. Use of Booth & Safety Matters

- 9.1 Exhibition Space is licensed to the Exhibitor only in common with the Organizer on a non-exclusive basis for trade promotion during the Exhibition.

- 9.2 All Exhibitors are prohibited to sub-license and/or share the Exhibition Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Exhibition Space without the prior written consent of the Organizer. It is the responsibility of the Exhibitor to ensure that any such authorized sub-licensees comply with the Regulations and shall be responsible for any default of such sub-licensees and shall indemnify the Organizer in accordance with Clause 19.1. The Organizer reserves the right to cancel the participation and license immediately if unauthorized booth sub-letting or sub-licensing occurs and the Exhibitor shall not be entitled to any refund. Any Exhibitor who is found to have sub-let or sub-licensed and/or share its Exhibition Space or Booth with a third party will be obliged to withdraw immediately from the Exhibition, dismantle its Booth and remove its Exhibits at its own expense.



- 9.3 All Exhibitors are required to use the Exhibition Space allocated in manner satisfactory to the Organizer, especially during the assembling and installing of Booths and all Exhibits included thereof, during the Exhibition. The Exhibitors may not alter or in any way affect the structure or fixtures of Venue. When and where the Organizer is of the view that the Exhibitor's usage of the Exhibition Space is improper, dissatisfactory or may potentially cause damage to the Exhibition Space allocated, the Organizer shall have the right to clear and remove all or part of the Exhibition Space allocated to the Exhibitor at the Exhibitor's expense without notice and to forfeit any monies paid, including the Application Fee, Booth Service Fee and Participation Fee. The Exhibitor must also reimburse on demand to the Organizer the costs of making good any damage caused to the Exhibition Space by it and/or its Representatives.
- 9.4 No advertising or demonstration, including the staging of any fashion show, will be allowed at the Venue unless the Organizer's advance approval in writing is obtained.
- 9.5 Any public promotion in the Venue by way of use of musical record requires the permission of relevant bodies particularly the written approval of the copyright owner or organization of such musical recording. All fees and legal responsibilities shall be borne by the Exhibitor.
- 9.6 The noise level emitted from any audio-visual equipment must be within a level that does not cause any annoyance or inconvenience to other Exhibitors or visitors by reasonable standards.
- 9.7 No Exhibitor shall engage in or given permit to film, record (whether by audio or visual), take photographs and/or videos, telecast and/or broadcast outside the Exhibition Space licensed to the Exhibitor unless the Organizer has given prior written approval, as determined by the Organizer.
- 9.8 The Exhibitor shall not hang on, or otherwise adhere to, the fascia boards any stickers, posters, hangers or other materials.
- 9.9 The Organizer, its employees and contractors may take photographs and/or videos which can include images of the Exhibitor (including its name and logo), its representatives, and its Exhibits while attending the Exhibition. The Exhibitor hereby consents to and grants to the Organizer 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 (including the names and logo of the Exhibitor) worldwide without any compensation. The Exhibitor acknowledges that the Organizer 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 Exhibitor and its Representatives may have relating to or arising from the images or their use. 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.
- 9.10 Gas-filled balloons shall not be permitted at the Venue under any circumstances.
- 9.11 The use of laser products at the Exhibition requires prior approval in writing from the Organizer. Application for approval of such use must be submitted to the Organizer not later than six (6) weeks before the commencement of the Exhibition.
- 9.12 Public auctions shall not be permitted at the Venue under any circumstances.
- 9.13 Repairs or alterations to the Booth may only be carried out when the Exhibition is closed to public and with prior written agreement from the Organizer.
- 9.14 No Booth and its Exhibits displayed thereof shall be dismantled and/or removed during the official opening hours of the Exhibition unless special permission has been granted in writing by the Organizer.
- 10 Publicity Material & Exhibits**
- 10.1 Publicity Materials should be distributed from the Exhibitor's own Exhibition Stand(s) only. No business activity, advertising, demonstration, distribution of samples and/or Publicity Materials, touting for business, shall be conducted by the Exhibitor and/or its staff outside the allocated Exhibition Space. No Exhibits or advertising signs shall be placed outside the confines of the Exhibitor's Stand.
- 10.2 The Exhibitor may only display Exhibits and advertising materials which correspond to the product category zone as stated in the booth confirmation letter of the Exhibition.
- 10.3 The Exhibitor shall be responsible for all precautionary measures, such as guards or other means of protection to protect the public from any moving or operating Exhibits. Any movable Exhibits shall only be demonstrated or operated by competent persons authorized by the Exhibitor and shall not be operated in the absence of such persons.
- 10.4 All Exhibits and furnishings within Exhibition Stands must be confined to Exhibition Space. The Exhibitor shall not place or store or permit to place or store any dangerous and/or obscene Exhibits within the meaning of the Dangerous Goods Ordinance, Control of Obscene and Indecent Articles Ordinance, and any regulations from time to time applicable thereunder within the Exhibition Space.
- 10.5 The Exhibitor warrants that the Exhibits and packages thereof and Publicity Material or any other part of the display on the Exhibition Stand/ Exhibitor's Website/ or the Organizer's online or mobile platform do not violate any of the laws of Hong Kong. Products exhibited or featured in the Publicity Material must be legal to market, sell, import to and possess in Hong Kong and if any licences or permits are required for such marketing, selling, importation or possession the Exhibitor must be appropriately licensed or permitted. The Exhibitor must at all times be compliant with any laws or regulations governing the marketing, sale, importation, and possession of such products. Without limiting the foregoing, display of the following items are strictly prohibited: offensive weapons, firearms, ammunition, explosives, radioactive materials, flammable and inflammable substances, obscene articles, poisons and illegal drugs and associated paraphernalia. The Exhibitor agrees to fully indemnify the Organizer and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any breach of this condition.
- 10.6 The Exhibitor warrants that the Exhibits and product packages and the Publicity Material or any other part of the display on the Booth do not in any way whatever violate or infringe any third party's rights including all intellectual property rights including but not limited to trade marks, copyright, designs, names, and patents whether registered or otherwise. The Exhibitor agrees to fully indemnify the Organizer and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any third party's claim of infringements by the Exhibitor and/or the Organizer and/or the latter's agents, representatives, contractors or employees of such third party's rights.
- 10.7 The Organizer reserves the right to remove at the Exhibitor's expense and risk any Exhibits or Publicity Material not produced by the Exhibitor or its associated companies or which are not as specified on the Application, or any Exhibits in respect of which the Exhibitor has not obtained the required customs clearances, regulatory approvals or licences. If the Organizer 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 Organizer for any loss, cost, expense, liabilities incurred by the Organizer arising from or in connection with the Exhibitor's such non-compliance.
- 10.8 Subject to Clause 11, the Exhibitor shall not exhibit at the Exhibition any Infringing Goods or Prohibited Goods. The Organizer shall have the right, without recourse, to physically remove any goods which it or any Hong Kong court or relevant authority deems to be Infringing Goods or Prohibited Goods, to cancel the Exhibitor's right of participation in the Exhibition 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 Organizers.
- 10.9 The Exhibitor agrees to indemnify and hold harmless the Organizer 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 Organizer arising out of the Exhibition of any Infringing Goods or Prohibited Goods by the Exhibitor, or acts by third parties as a consequent thereof.
- 10.10 The Organizer shall be entitled to remove or require the Exhibitor to remove forthwith, at the Exhibitor's expense, from any Booth or any area or Exhibition Space made available to any Exhibitor, any goods, Publicity Material, items or things displayed there without any obligation to give any reason therefor, and without incurring any liability for any loss, damage or expense whatsoever incurred by the Exhibitor or any other person as a consequence thereof.
- 10.11 The Exhibitor must not give or cause to be given any interview, public announcement, press statement, or any other publicity or promotion whatsoever in relation to the Exhibition without the prior written approval of the Organizer.
- 11 Intellectual Property and Related Disputes**
- 11.1 The Exhibitor shall be responsible and liable for obtaining appropriate consents to and licenses for its use of all intellectual property rights in any Exhibits or other materials used in connection with the Exhibition.
- 11.2 The Organizer expects the Exhibitor to respect the intellectual property rights of other parties. The Exhibitor shall not market, sell or display any product at the Exhibition that is counterfeit or in any way infringes trademarks, copyrights, patents or other intellectual property of a third party. The Exhibitor warrants that the names, logos, art work and other content that the Exhibitor or its agents submitted for use in any media (including, but not limited to, advertisements, the Exhibition website or any Exhibition publication) shall not infringe the intellectual property rights of any third party and shall not contain anything which is libelous, obscene, indecent, blasphemous or in any way unlawful.
- 11.3 Any Exhibitor determined to be involved in unauthorized, counterfeit or infringing activity will be subject to having all such unauthorized, infringing, counterfeit or misleading products removed from the Exhibition or the Exhibit being removed from the current and future Exhibitions. However, this stipulation does not create an obligation for the Organizer to take such action. The Organizer does not accept liability for intellectual property infringements that may be committed by the Exhibitor.
- 11.4 Neither the Exhibitor nor its agents (including, but not limited to, legal counsel or process servers) shall serve process on any other Exhibitor during the hours the Exhibition is open to attendees. If the Exhibitor has obtained a judicial/administrative relief order against another Exhibitor, and the Exhibitor has no reasonable alternative to serving such order on the other Exhibitor during the Exhibition, then the Exhibitor or its agent shall use their best efforts to serve such order during the hours when the Exhibition is closed to attendees. Notwithstanding the foregoing, the Exhibitor shall provide the Organizer advanced written notice of the order obtained (including a copy of such order) so that a representative of the Organizer may escort the Exhibitor or its agent to the booth of the Exhibitor to be served and minimize any disruption to the Exhibition caused by such service. The Exhibitor agrees to use its best efforts to resolve any intellectual property disputes with other Exhibitors by no later than one (1) week prior to the Exhibition's first move-in day for the Exhibitors and in a location other than the Venue.
- 12 Move-in and Move-out of Booth Materials**
- 12.1 All Exhibits are brought to, displayed at and removed from the Venue at the Exhibitor's own risk and shall be safeguarded by the Exhibitor at all times.
- 12.2 The Exhibitor shall move into the Venue according to the arrangements and within the time limits specified by the Organizer.
- 12.3 The arrangement and payment for transporting goods to and from the Venue, including but not limited to the associated cost to receive, decorate, pack, remove the Exhibits, and arrange for all necessary custom clearances and regulatory approvals and licenses, are entirely the responsibility of the Exhibitor.
- 12.4 No oil compressed trolleys shall be allowed in any areas of the Venue.
- 12.5 At such time after the close of the Exhibition as the Organizer may specify, or at an earlier termination of this Application, all Exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be delivered to the Organizer in as good and clean order and condition as it was when initially licensed to the Exhibitor. Any property remaining after the last day designated by the Organizers as material to be removed shall be considered abandoned and may be sold or otherwise disposed of by the Organizer at the relevant Exhibitor's expense. No property may be removed from the Exhibition before the Exhibition ends.
- 12.6 The costs to remove and dispose of any crates and/or booth fittings and related materials are not covered by the Application Fee, Booth Service Fee or Participation Fee. The Exhibitor shall be responsible for any additional charge(s) reasonably levied by the Organizer and/or the Venue to remove and/or dispose of any remaining crates and/or booth fittings and related materials after the Exhibition.
- 12.7 The Organizer reserves the right to appoint one or more exclusive contractor(s) to handle movements of all goods and exhibits in and out of the Venue for all Exhibitors. In such situation where one or more exclusive contractor(s) is/are assigned, such decision shall not be challenged by the Exhibitors and the Exhibitor shall be obliged to hire the services of such exclusive contractor(s).
- 13 Conduct of the Exhibitors and Representatives**
- 13.1 Booths must be manned and attended by authorized and competent Representative(s) who is/are of legal age at all times during the opening hours of the Exhibition to ensure that all Exhibits are all operational and/or properly displayed (as the case may be) and the Exhibitor is ready and able to conduct business. Such Representative must be fully conversant with the Exhibitor's products and/or services and shall be duly authorized to negotiate and conclude contracts for the sale of the Exhibitor's products or services. The Exhibitor shall be responsible for the good conduct of any of its representatives, agents and/or employees, who shall be bound by and must comply with these Regulations in all respects at all times during the Exhibition.
- 13.2 The Exhibitor shall supply to the Organizer 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 Organizer at all times during the opening hours of the Exhibition and reasonably available at other times during the Exhibition period.
- 13.3 The Exhibitor and its Representatives shall not do, or permit anything to be done, which in the reasonable opinion of the Organizer 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, or which does not conform with the general standards of the Exhibition or amounts or may amount to a breach of these Regulations.
- 13.4 The Exhibitor shall (and shall procure that its Representatives shall) at all times act so as to avoid causing the Organizer to be in breach of any rules or regulations under which they hold the Venue or the relevant part of it. The Organizer reserves 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 Organizer reasonably believes that such Exhibit contravenes any provision of these Regulations or is otherwise potentially unlawful, harmful, disrespectful and/or may cause a nuisance to any person.
- 13.5 It is expressly prohibited for the Exhibitor or its Representatives to record images (the "Image") of any other Exhibitor's Exhibition Space or Exhibits in any form without the prior written consent of the Organizer. Such prohibition includes, but is not limited to, the taking of photographs, video or digital recording of any type and/or making any drawing or sketch or other physical record. The Exhibitor and its Representatives agree to surrender to the Organizer 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.
- 13.6 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 for the avoidance of doubt, rights in sound recordings and broadcasts) whether arising now or in the future ("IPR") shall vest in the Organizer 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 does all things) as the Organizer may require to vest the IPR in the Organizer including, without limitation, delivery of the Images or copies of them in any media and should it fail to do so on demand, the Exhibitor irrevocably authorizes any employee of the Organizer to execute the same in its name and on its behalf and as its attorney. The Exhibitor agrees to indemnify and hold harmless the Organizer, 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 Organizer arising out of breach of the obligations of the Exhibitor not to record Images, or any infringement of third party IPR by the Exhibitor.
- 13.7 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.
- 14 Links to the Exhibitor's Website and Content**
- 14.1 The Exhibitor's website should:
- be professionally prepared, organized and maintained in a presentable and respectable manner, compatible with the quality image of the Organizer;
  - contain information aimed at promoting trade and business, and should be in compliance with all local applicable laws; and
  - not be a site whose majority of content include only hyperlinks to other websites.
- 14.2 For the purpose of promoting the Exhibition online, the Exhibitor agrees and welcome the Organizer to include hyperlinks to the Exhibitor's websites on the Organizer's official website for any duration as the Organizer shall determine. The Exhibitor agrees that the Organizer shall not be liable for any loss or liability whatsoever arising from or in connection with the Organizer's provision and/or removal of any hyperlinks or any service interruptions of the Organizer's Website.
- 14.3 The Organizer shall not be responsible for any content, including but not limited to any materials, text, images and/or videos, posted on the Exhibitors' websites of which are hyperlinked and listed on the Organizers' official website and/or any printed publications. The Organizer reserves the right to bar access and/or delete any Exhibitor's website hyperlink from the Organizer's official website without notice and/or reasons thereof.
- 14.4 The Exhibitor hereby undertakes to the Organizer that it shall:
- take all necessary precautions to ensure that:
    - the information or material contained in the Exhibitors' website is at all relevant time accurate, truthful and complete;
    - the Exhibitor's website is free of any virus and that it shall inform the Organizer immediately of any infection or suspected infection of any part of its website by any kind of virus;
  - regularly update its website to maintain accuracy and to ensure conformity with the established image and good reputation of the Organizer.
- 14.5 The Exhibitor undertakes to fully indemnify and at all time to keep indemnified in full the Organizer from and against all losses, liabilities, legal actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses whatsoever and wherever arising which the Organizer may suffer or incur by reason of or in relation to or otherwise associated with its hypertext link to the Exhibitor's website.
- 15 Termination of Right to Exhibit**
- 15.1 The Organizer shall have the right to terminate, without notice, the Exhibitor's right to exhibit in the Exhibition and to close the Booth immediately at the Exhibitor's expense including (without limitation) in any of the following circumstances:
- if the Exhibitor or any of its Representatives commits a breach of any of these Regulations or any additional rules and regulations introduced by the Organizer;
  - if the Exhibitor, being a body corporate, enters into a liquidation process, whether compulsory or voluntarily, or compounds with its creditors or has a receiver appointed over all or any part of its assets, or takes or suffers any similar action in consequence of debt, or if the Exhibitor, being a sole proprietorship or partnership, becomes bankrupt or insolvent, or enters into any arrangements with its creditors, or takes or suffers any similar action in consequence of debt;
  - if the Exhibitor conducts any activity which, in the opinion of the Organizer, does not conform to the nature and purpose of the Exhibition, or interferes with the rights of other Exhibitors at the Exhibition;
  - if any of the Exhibitor's acts and/or performance during any part of the Exhibition does not conform to the nature and purpose of the Exhibition as the Organizer may determine;
  - if twenty(20) percent or more of the Exhibitor's Exhibits displayed within its Booth do not correspond with the appropriate products of its product category zone as stated in the booth confirmation letter issued by the Organizer;
  - if any of the Exhibitor's Exhibits displayed within its Booth does not correspond to the product listing of which the Exhibitor applied for in its Application Form;
  - if the Exhibitor is found to be acting in a discriminatory manner against visitors at the Exhibition;
  - if the Exhibitor is found to have committed any act which, in the opinion of the Organizer, might prejudice or damage the reputation and/or image of the Organizer, and/or its industries;
  - if the Exhibitor is found to have violated any of the laws, rules or regulations applicable in Hong Kong, including but not limited to laws related product safety, intellectual property, labour rights and environmental laws;
  - if the Exhibitor is charged with or convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibition or the Organizer into disrepute;
  - if the Exhibitor is in breach of any applicable rules or regulations of the Venue; or
  - if the Organizer in its sole and absolute discretion, decides that the Exhibitor's right to exhibit shall be terminated.
- 15.2 In the event that the Exhibitor's right to exhibit in the Exhibition is terminated under any of the clauses in 15.1 (a) to (k) of these Regulations, the Exhibitor shall have no claim for refund of or any monies paid to the Organizer.



15.3 The Organizer shall return to the Exhibitor all Participation Fee paid in the event of termination of the Exhibitor's right to exhibit under Clause 15.1 (l) of these Regulations. The Exhibitor shall have no other claims against the Organizer for any of its loss or damages in connection with any such termination.

15.4 If the Exhibition Space or Booth is not occupied by the Exhibitor thirty (30) minutes before the opening hour on the first exhibition day of the Exhibition, the Exhibitor shall be deemed to have withdrawn from the Exhibition, and the Organizer shall have the right to use or allocate the Exhibition Space of such Exhibitor as it deems appropriate. The Application Fee, Booth Service Fee and Participation Fee paid will be forfeited as if the Exhibitor had cancelled its participation as of such date. The seniority in the event will be cancelled without further notice.

#### 16. Changes to Dates and Exhibition Venue by the Organizer

16.1 If the Venue shall become, in the sole discretion of the Organizer, unfit for occupancy, or the holding of the Exhibition is cancelled by virtue of a Force Majeure (as defined below), the Application and/or the Exhibition (or any part thereof) may be terminated by the Organizer at its own discretion or the Exhibition (or any part thereof) may be postponed and/or re-located by the Organizer as it sees fit and appropriate. The Organizer shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of Force Majeure. The Organizer may also alter in character or mode, reduce in scale, shorten or extend the duration of the Exhibition. The Organizer shall not be liable for any costs, damages, fees or other expenses or incur any liability whatsoever to the Exhibitor as a result of any such changes. A "Force Majeure" shall include, but not be limited to: fire; casualty; flood; epidemic; World Health Organization travel advisory or travel alert; earthquake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; Venue cancellation, inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God or any other cause or causes not reasonably within the control of the Organizer.

16.2 The Organizer reserves the right to change the plan, site character or Venue at any time without giving notice to the Exhibitor. The Organizer shall not be liable for any further compensation to the Exhibitor. Proportional allowance for use of the Venue may be made if deemed fit and appropriate by the Organizer and there shall be no further liability on the part of either the Exhibitor or the Organizer. The Organizer shall not be liable for any costs, damages, fees or expenses of the Exhibitor as a result of such termination.

#### 17. Cancellation by the Exhibitor

17.1 The Exhibitor's request for withdrawal from the Exhibition must be submitted to the Organizer in writing not later than eight (8) weeks prior to the commencement of the Exhibition. The Organizer will attempt to arrange a replacement exhibitor from the waiting list (if any) notwithstanding that it is the withdrawing Exhibitor's responsibility to find a substitute company that is in compliance with these Regulations to bear all outstanding exhibition fee(s) and related expenses, inclusive of any applicable surcharge(s), that have been and/or are deemed to be committed by the withdrawing Exhibitor. Provided that the withdrawing Exhibitor has complied with these regulations, the Organizer will refund 80% of the Participation Fees paid by the Exhibitor to the Organizer within forty-five (45) working days after the conclusion of the exhibition without interest. There will be no refund if a replacement exhibitor cannot be found. For the avoidance of doubt, only participation fee will be refunded.

17.2 The Exhibitor's request for partial withdrawal from the Exhibition must be submitted to the Organizer in writing not later than eight (8) weeks prior to the commencement of the Exhibition. A partial withdrawal refers to a withdrawal of Booth commitment that is not more than 50% of the original assigned Booth size. The Organizer will attempt to arrange a replacement from the waiting list (if any) notwithstanding that it is the partial withdrawing Exhibitor's responsibility to will find a substitute company that is in compliance with these Regulations to bear all outstanding exhibition fee(s) and related expenses, inclusive of any applicable surcharge(s), that have been and/or are deemed to be committed by the partial withdrawing Exhibitor. Provided that the partial withdrawing Exhibitor has complied with these Regulations, the Organizer will refund 70% of the Participation Fees paid by the Exhibitor to the Organizer within forty-five (45) working days after the conclusion of the Exhibition without interest. There will be no refund if a replacement exhibitor cannot be found. For the avoidance of doubt, only participation fee will be refunded.

#### 18. Non-waiver declaration & reservation of right declaration

18.1 The waiver by the Organizer of any of these Regulations shall not prevent the subsequent enforcement of these Regulations and shall not be deemed to act as a waiver in respect of any subsequent breach.

#### 19. Indemnity, Insurance and Lien

19.1 The Exhibitor shall indemnify and hold harmless the Organizer and the Venue owner and its respective officers, directors, employees, agents, representatives, contractors and employees on demand, from and against all claims, losses, liabilities, suits, damages, judgments, expenses, costs (including, without limitation, legal and legal related proceedings fees) and charges of every kind arising out of or resulting from:

- its Application or its occupancy of the Exhibition Space and/or Booth;
- its actions, inactions or negligence, willful default or fraud, including those of the Exhibitor's agents, representatives, employees and/or the Exhibitor appointed contractors;
- the breach by Exhibitor of the intellectual property rights of any third party, whether knowingly or unknowingly, and whether intentionally or unintentionally (including, but not limited to, the sale or distribution of pirated goods and counterfeits/"knock-offs" of existing products and services);
- the display of its publications, displays, Exhibits and its website content;
- its allegations of infringement against another Exhibitor, including the Exhibitor's service of process on another Exhibitor;
- its service of a judicial/administrative order on another Exhibitor;
- its use of music;
- its violations of any legal and/or regulatory requirements; or
- actions taken by the Organizer at (i) the request of the Exhibitor regarding the asserted intellectual property rights of the Exhibitor; or (ii) the discretion of the Organizer where it has a reasonable belief as to the legitimacy of its action in regard to the asserted intellectual property rights of the Exhibitor.

19.2 The Organizer undertakes no financial or legal responsibility for any type of risk concerning or affecting the Exhibitors/visitors, their personal belongings and Exhibits. The Exhibitor shall be responsible for effecting public (including occupier's liability) insurance which shall include (but not limited to) its displays, Exhibits and Stands against loss or damage resulting from, without limitation, theft, fire, storms, acts of God, air conditioning failure, pilferage, disappearance, bomb threats, roof leaks, and any other natural causes, and shall produce such policy of insurance to the Organizer upon request.

19.3 Raw Space Exhibitors accept full responsibility for the safety of its booth and shall fully indemnify and at all times hereafter keep indemnified in full the Organizer, its agents, representatives, contractors and employees on demand from and against all losses, liabilities, actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses whatsoever which it may suffer or incur by reason of or in relation to the safety, suitability or fitness for purpose of a custom-built booth and damage caused by a custom-built booth to the Venue, the other Exhibitors, visitors, the Organizer or any other third parties.

19.4 The Exhibitor shall take out and maintain insurance on an "all risk" basis for the entire period of Exhibition to cover itself against all potential liabilities, including any public liabilities and/or third party indemnities, imposed on it through these Regulations, as well as possible legal liability for negligence, and shall produce such policy of insurance to the Organizer upon request. The Exhibitor is fully liable for any loss or damage caused by an act or omission of the Exhibitor or its agents, representatives, contractors or employees to the Venue and any property of the other Exhibitors or the Organizer. Any Exhibitor's appointed contractor is deemed to be an agent of the Exhibitor. All actions and omissions of the Exhibitor's appointed contractor, its employees and/or its agents are deemed to be the actions and omissions of the Exhibitor.

19.5 All of the Exhibitor's Exhibits is at the Exhibitor's sole responsibility and risk. The Exhibitors should secure proper insurance to cover the loss and/or theft of its Exhibits. The Exhibitor's failure to comply with the insurance requirements in these Regulations shall not relieve the Exhibitor of its indemnification obligations pursuant to these Regulations. For the Exhibitors with precious Exhibits, they are requested to take out insurance coverage and/or special security service at the Exhibitor's expense for overnight storage. Neither the Organizer nor the Venue maintains insurance covering the Exhibitor's property including the Exhibits, and it is the sole responsibility of the Exhibitor to obtain such insurance.

19.6 Neither the Organizer, the Venue, nor the official security contractor will be responsible for the Exhibitor's Exhibits whether in or out of the vaults and regardless of whether the Organizer provides a safe for the Exhibitor's use within the assigned booth.

19.7 The Organizer reserves the right to exercise a general lien over any property the Exhibitor has in the Venue in respect of all monies due from the Exhibitor to the Organizer (including but not limited to claims for damages) in connection with the Exhibition.

#### 20. Exclusion of Liability and Disclaimer

20.1 The Organizer has the sole and absolute discretion to admit any visitors to the Exhibition and to establish any admission requirements or procedures. The Organizer gives no guarantee on the number of visitors to the Exhibition and volume of sales to be conducted at the Exhibition.

20.2 In the occurrence of any of the following situations where:

- any of the compulsory approval(s), permit(s) and/or licence(s) to host the Exhibition at the Venue cannot be obtained from the corresponding third parties, the Government and/or relevant authorities; or
- the Venue is deemed impermissible, impracticable or undesirable to host the Exhibition due to matters directly or indirectly related to the Venue's construction, reconstruction, renovation and/or modification by the Organizer, the Organizer reserves the discretionary right to change, relocate the Exhibition Venue or cancel the Exhibition in part or in whole. In such situation, the Exhibitor can obtain a full or pro-rata refund of paid Application Fee, Booth Service Fee and Participation Fee from the Organizer without interest. If the Application Fee and/or any money paid in relation

to such application was paid to an agent or representative of the Organizer, it is the responsibility of the Organizer to procure the refund. The Organizer shall not be held responsible for any claims against the Organizer or its agents or representatives for any loss or damage of whatsoever nature and howsoever incurred or suffered in respect of any change or relocation of the Exhibition Venue or cancellation of the Exhibition in part or in whole under this Clause.

- 20.3 None of the Organizer and/or its agents, representatives, contractors or employees shall be held responsible for:
- any losses or damages the Exhibitor's business may suffer from warranties of any kind, express or implied, of services and/or merchandises provided;
  - any misrepresentations given by the Exhibitor on its company(-ies), product(s) and/or service(s) to customers or visitors;
  - any false, misrepresented, misleading and/or negligent description under the Trade Description Ordinance of product(s) and/or service(s) of any kind, voluntarily and involuntarily, provided by the Exhibitor to customers through any medium used within the Exhibition, including but not limited to advertisements;
  - any system malfunctions, failure of telecommunications or other electronic communications at the Venue which is beyond the Organizer's control;
  - other than death or personal injury caused by the negligence of the Organizer or its employee(s), any personal injury suffered by or caused to the Exhibitor, its agents, representatives, contractors or employees or any loss, injury or other damages occasioned to the products or other property of the Exhibitor or of such parties. For the avoidance of doubt, any death or personal injury caused by or resulting from the acts of God, war, health concerns (such as the outbreak of the Severe Acute Respiratory Syndrome), threats of terrorist attack, riots, demonstrations, civil disturbances, inevitable accident or any other cause not within control of the Organizer shall not be regarded as the negligence of the Organizer or its employees. Any approval granted by the Organizer pursuant to these Regulations shall not constitute any form of endorsement of the subject matter of the approval by the Organizer; and
  - consequences of any introduction or commercial transaction made between the Exhibitor and other parties during or as a result of the Exhibition.

20.4 The Exhibitor hereby agrees that the maximum liability of the Organizer under these Regulations shall not exceed the total of Application Fee, Booth Service Fee and Participation Fee actually received by the Organizer from the Exhibitor. The Exhibitor acknowledges and agrees that its participation in the Exhibition is solely at the Exhibitor's own risk.

#### 21. Privacy and Personal Data

21.1 The Organizer respects all Exhibitors' privacy and will use their reasonable endeavour to:

- implement computer, physical and procedural safeguards to reasonably protect the security and confidentiality of the personal data that it collects;
- limit personal data collected to the minimum required to provide better service;
- permit only authorized employees to access personal data; or
- not disclose any personal data to external parties unless (i) the Exhibitor has agreed with such disclosure, (ii) the Organizer is required by law to disclose, or (iii) if the Organizer is bound to disclose by any lawful request of any legal enforcement agencies.

21.2 For the purpose of processing the Exhibitors' Applications, the Organizer, whilst being subject to the Personal Data (Privacy) Ordinance, may collect photo and information, including but not limited to personal information of individual contact persons of companies or their employees under the following circumstances:

- during the registration process;
- throughout any communications that the Organizer may have with the Exhibitor; and/or
- from the Exhibitor's Application.

The Organizer will also retain such information gathered for a period of time as it is deemed necessary to fulfill the purposes set out below:

- facilitating and enhancing the Organizer's operations by incorporating the personal data into their database and conducting analysis, research and auditing based on the personal data;
- promoting and notifying the Exhibitor of any trade fairs in Hong Kong and around the world, and events or trade fairs that may be organized by the Organizer and/or its affiliates and joint venture partners from time to time via fax, email, direct mail, telephone, and other means of communication, or send e-newsletters to the Exhibitor;
- distributing its relevant publications and research materials;
- marketing its services or products;
- if necessary, facilitating legal proceedings, including collecting overdue amounts.

If the Exhibitor does not wish for any of its information, including but not limited to personal information of individual contact persons or their employees to be used for any of the purposes set out in Clauses 21.2(i) to 21.2(v) above, please contact the Organizer at +852 2766 3002 or inform the Organizer in writing.

For Privacy Policy Statement, please check at

[https://www.jewelrysthows.org/en/exhibitor/privacy\\_policy.php](https://www.jewelrysthows.org/en/exhibitor/privacy_policy.php)

#### 22. Additional Rules & Regulations

22.1 The Organizer reserves the right to interpret, alter and amend any of these Regulations and to issue additional rules and regulations (including but not limited to the Application Form, the exhibitors' manual and booth allocation document) at any time it considers necessary for the orderly operation of the Exhibition. The amended Regulations and the additional rules and regulations shall become effective immediately upon posting of the same on the website of the Organizer. Once the amended Regulations and the additional rules and regulations have been posted on the website of the Organizer the Exhibitor will be deemed to have notice of the same and have accepted the amended Regulations and the additional rules and regulations. All interpretations of these Regulations and any additional rules and regulations by the Organizer shall be final and binding on the Exhibitor.

22.2 The Exhibitor shall abide by the terms of the Application, the rules and regulations of the Venue and Exhibition Authority which are deemed to be integral parts of and incorporated into these Regulations. In the event of conflict between the provisions of such rules and regulations and these Regulations, these Regulations shall prevail. Copies of the rules and regulations of the Venue are available from the Organizer on request. The Organizer reserves the right to include additional rules and regulations into the Application Form, the exhibitor manual and booth allocation documents and has the absolute authority to interpret and amend any portion being in conflict. The Organizer has the final authority to interpret and decide in respect of these Regulations and/or the additional rules and regulations.

22.3 The Exhibitor is responsible for all its own costs and charges incurred in entering into and carrying out the agreement governed by these Regulations, including any and all costs associated with communications facilities and access to electronic services.

22.4 If any unresolved dispute or disagreement arises between the Exhibitor and (1) an official contractor, (2) one or more Exhibitors, or (3) the Organizer and/or its agents, representatives or employees that escalated to the notice and knowledge of the Organizer, the Organizer's interpretations of these Regulations and any additional rules and regulations governing the Exhibition and its actions or decisions concerning the dispute or disagreement and its resolution shall be final and binding on the Exhibitor.

#### 23. Notices

- 23.1 All notices, agreements, approvals, permissions and the like required by these Regulations to be in writing must be given:
- To the Organizer either by electronic mail to [hkjmashow@jewelry.org.hk](mailto:hkjmashow@jewelry.org.hk); fax to (852) 2362 3647; or post to Hong Kong Jewelry Manufacturers' Association, Unit G, 2/F Kaiser Estate Phase 2, 51 Man Yue Street, Hung Hom, Kowloon, Hong Kong;
  - To the Exhibitor either by the website at <http://www.jewelrysthows.org/> or by email, fax or post to the addresses given in its Application Form;
  - or by such other methods as agreed or as notified by the Organizer from time to time. The Exhibitor consents to the use of electronic records and communications and online processing for all matters connected to these Regulations or their subject matter.

#### 24. Conflict with Application Form

24.1 If the provisions of these Regulations conflict with the Application Form, the provisions of these Regulations shall prevail.

#### 25. Language

25.1 These Regulations are prepared in both English and Chinese languages. In the event of any discrepancy between the two language versions, the English version shall prevail.

#### 26. Governing Law

26.1 These Regulations shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the Exhibitor and the Organizer irrevocably submits to the exclusive jurisdiction of the Hong Kong courts.

For enquiries, please contact:

Hong Kong Jewelry Manufacturers' Association  
Unit G, 2/F., Kaiser Estate Phase 2, 51 Man Yue Street, Hung Hom, Kowloon, Hong Kong  
香港珠寶製造業廠商會  
香港九龍紅磡民裕街51號凱旋工商中心第二期二樓G室

Tel電話 : (852) 2766 3002  
Fax傳真 : (852) 2362 3647  
E-mail電郵 : [hkjmashow@jewelry.org.hk](mailto:hkjmashow@jewelry.org.hk)  
Website網址 : [www.jewelrysthows.org](http://www.jewelrysthows.org)

For Chinese Version, please go to [www.jewelrysthows.org](http://www.jewelrysthows.org)



**1. 定義**

在本規定中，除非上下文另有規定：

- “申請人”指申請人所填寫並向主辦人所提交的關於展覽場地的申請。申請人可能是獨資經營者、合夥企業、有限公司、或法定組織，並且根據具體情況，其申請可能被或不被主辦人接受申請。
- “申請”指申請人所填寫並向主辦人所提交的關於展覽場地的申請。
- “申請費”指由主辦人所確定，申請人申請參展而應支付的不可轉讓的費用。
- “申請表”指申請人提出申請時所提交的列印或網上表格。
- “銀行”指中國銀行（香港）或申請表上所註明的其他銀行。
- “展位”指標準展位和/或轉角展位。
- “展位位置分配會議”指主辦人在接受合資格申請之後所組織的，旨在規定參展商展位分配和展覽攤位位置選擇的會議。
- “展覽服務費”指申請人在指定到期日之前接受其展覽申請的情況下，申請人應支付除參展費之外的追加展覽服務費用。
- “商業文件”指參展商最新營業執照和/或文件、設立證明、年度申報、名片、產品目錄、和/或其他文件和/或材料。
- “轉角展位”指本規定第5.6款所提及的展位。
- “展覽品”指參展商可在其攤位所展示的任何固定和/或可移動展示項目。
- “展覽會”指申請表所規定的，由主辦人所主辦的展覽會。
- “展覽場地”指按照本規定第5條和第9條分配給參展商的展覽區域。
- “展覽攤位”或“攤位”指主辦人基於展覽目的，在整個展覽期間分配給參展商的整個區域。
- “參展商”指是次參展申請已獲得主辦人接納的申請人。
- “展覽會一般規定”指展位位置分配會議，參展商手冊中載明有關主辦人所主辦展覽會並且參展商有必要在所有時候都予以遵守之規則及規定的追加文件。
- “政府”指香港特別行政區政府。
- “香港”指中華人民共和國香港特別行政區。
- “侵權商品”指侵犯任何協力廠商智慧財產權權利的任何偽冒商品。
- “網上登錄資訊”指主辦人可能分配給參展商，以登錄網上服務的被分配使用者識別碼和密碼。
- “網上服務”指主辦人提供的任何網上平臺，包括網上參展商服務表格登記系統，允許參展商被分配使用者識別碼和密碼進行登錄，以辦理其申請和參加該展覽會相關事宜並提交展覽服務申請表格。
- “主辦人”指香港珠寶製造業廠商會。
- “參展費”指申請人向主辦人繳付有關租用展覽場地和/或展覽攤位的費用。
- “禁售商品”指香港法律和/或可適用法規加以禁止或限制的任何商品。
- “宣傳材料”指參展商希望在展覽會上展示、分發或使用的促銷禮物、目錄、小冊子、和/或所有以及任何含有促銷意圖的廣告或產品。
- “自建展位”指空置展覽場地。
- “規定”指不時經主辦人修正的展覽會申請規則和展覽會一般規定。
- “代表”指在整個展覽會期間經授權代表參展商和/或以其名義行事的所有人員、代理人或代表。
- “標準展位”指本規定第7條所提及的展位。
- “舉辦地”指申請表中所規定的展覽會舉辦地或在展覽會開幕前書面通知參展商的其他舉辦地。

**2. 申請和參加條件**

- 2.1 參加展覽會的所有申請必須在申請表上提出；並在所規定的提交日當日或之前提交給主辦人並附有申請費。不完整申請和/或未附有任何所要求文件和/或申請費的申請將不會受理，且不會向申請人發出事先通知。
- 2.2 主辦人對於是否接受申請人為參展商擁有獨自和絕對判斷權。在申請已獲得主辦人書面許可之前，即使發生支付或已收取申請所提交的全額申請費，並不代表主辦人已授予任何展覽權。
- 2.3 儘管(a)申請已獲得書面接受和(b)主辦人已收到適當的申請費，但主辦人保留在任何時候撤銷和/或拒絕任何申請的權利。主辦人保留在任何情況下均無需提供任何理由而拒絕任何申請的權利。
- 2.4 如果主辦人接受了申請表和/或書面以外的申請，那麼，儘管如此，該接受應仍然受本規定規限；並且如果主辦人要求，參展商應填寫並提交申請表。
- 2.5 主辦人承認收訖所提交申請表或請求支付，不應以任何方式構成基於以上第2.2款對申請的接受。
- 2.6 所有參展商必須是經法定註冊的，在香港或其原產國境內依據可適用法律從事經營的公司/組織。主辦人可要求參展商出示所需要的證明文件原件和/或副本，證明他們在關鍵時間內正在從事同珠寶業有關的商業活動。除非主辦人另行書面通知，否則不應提交文檔原件，因為主辦人無法保證返還。在主辦人請求出示任何商業文檔的情形下，主辦人應採取所有措施，以確保商業文檔的安全監管，但不應因任何損失或損壞而被追究任何責任。
- 2.7 對於違反本規定所載明任何條款的參展商，主辦人保留紀錄在案的權利；並且可按照其獨自和絕對判斷，拒絕允許這些參展商或其任何母公司、關係方、關聯方和/或子公司參加主辦人所安排的任何或所有未來展覽會和/或相關活動。
- 2.8 參展商保證向主辦人所提交的申請表和其他所有文件和資訊都是真實、完整和最新的。
- 2.9 分配給參展商的標準攤位或自建展位，應在展覽會期間嚴格用於交易和/或促銷目的。要求參展商在該攤位組裝和安裝期間以及在展覽會期間，以令主辦人滿意的方式，使用分配給該攤位的區域。在主辦人對使用該攤位的方式不滿意的情形下，主辦人保留權利，在沒有發出通知的情形下，由參展商承擔費用，對分配給參展商的全部或任何部分攤位或參展商所製作的自建展位進行清除，除非本規定另有說明。對於展位服務費、參展費或該情形下所支付的任何其他款項，參展商都不得提出任何賠償或退款請求。

**3. 申請費、支付和退款**

- 3.1 應向主辦人支付的申請費、展位服務費、參展費和其他所有其他款項不包含任何稅金。對於參加展覽會所支付的款項，參展商有責任繳納所有可適用稅金。如果在任何時候，參展商有必要依據任何國家/地區的任何可適用法律，對向主辦人支付費用所應繳納的任何稅金、關稅或其他費用進行任何代扣或抵扣，那麼，參展商就該項費用所應付的款項應得到增加，加付金額以確保在進行該項代扣或抵扣之後，向主辦人所支付的淨金額相當於在沒有進行該項代扣或抵扣的情形下，它本應收到金額所必需為限；並且參展商有責任自付費用向相關當局結算代扣繳稅金或其他款項。由主辦人向參展商所發出的發票可能包含依據可適用法律所徵收的任何可適用稅金。
- 3.2 主辦人保留在任何時候追加要求不怠息保證金的權利，以作為對實際或潛在損壞進行補償的保證。
- 3.3 在申請沒有獲得接受的情形下，所支付的申請費應自拒絕申請之日起四十五個工作日內，在不含利息的情形下，由主辦人退還給申請人。
- 3.4 除非申請遭到主辦人拒絕或謝絕，所支付的全部申請費概不退還；並且所有到期未付款項應立即予以繳付。
- 3.5 主辦人保留所有法定權利，以請求參展商支付涉及其申請的所有未付餘額，含該款項的利息。利息按照當時銀行基準貸款利率增加4%為年率，以支付到期日至該款項全額支付給主辦人為期，按日計息並按季度計算複利。

**4. 使用網上服務**

- 4.1 基於服務可供性和主辦人同意，參展商可使用主辦人提供的網上服務，以辦理其申請並向主辦人提交服務訂單。使用網上服務時，參展商必須嚴格遵守主辦人在所有時候實施的全部指引。對於(a)由於互聯網安全原因而成為可能的和以何種形式所發生的對網上服務未經授權登錄和/或(b)參展商使用網上服務時所發出傳送的錯誤、延遲、損失、或遺漏所造成的任何損害或損失，主辦人在任何情形下都不向參展商或任何其他人士承擔任何責任。
- 4.2 網上服務一經提供給參展商，參展商可於任何時候更改其網上登錄資訊，但該更改只有為主辦人所接受，才具有效力。
- 4.3 參展商應善意履行合理的小心與謹慎的義務，以確保網上登錄資訊的機密性，在任何時候及任何情形下，參展商都不應向任何其他人士披露任何，即不是全部，網上登錄資訊。
- 4.4 參展商如未經授權向任何人披露任何網上登錄資訊，應承擔全部責任；並且對於該資訊被任何未經授權的人或出於任何未經授權的目的所使用的情形應承擔全部風險。
- 4.5 一旦發現或懷疑任何網上登錄資訊被披露給任何未經授權之人或落入其掌握或控制之下，或對網上服務進行了未經授權的使用，參展商應立即通知主辦人；並且在主辦人實際收到該通知之前，參展商應對網上服務的所有和任何未經授權使用承擔責任。

**5. 場地分配**

- 5.1 主辦人擁有獨自和絕對判斷權以分配展覽場地和/或展覽攤位在舉辦地的位置，以定位或建設展覽場地和/或展覽攤位並確定其位置。所有此類決策應具有終局性；並且不會接受任何更改請求。
- 5.2 參展商在展覽會上展覽、在非排它基礎上使用分配給參展商的展覽攤位或自建展位乃單一參展商之專屬權利，不可轉讓、出讓、分租許可給任何協力廠商或以任何形式與第三方分享，被主辦人按照其絕對判斷認定已向第三方轉讓、出讓、分租、許可或另行向其分享了攤位的參展商，將被視為已違反了本規定，從而導致終止和撤銷其在第15.1款項下的展覽權。該參展商還有義務立即自行負擔費用退出該展覽會；拆除其攤位；並搬走其展覽品。
- 5.3 對於違反本規定第5.2款的參展商，主辦人保留保有其記錄的權利；並且可按照其獨自和絕對判斷，拒絕允許這些參展商或其任何母公司、關係方、關聯方和/或子公司參加主辦人所安排的任何或所有未來活動。
- 5.4 希望在其展覽攤位上使用不同於其申請表上所提交名稱的任何參展商，必須在展位位置分配會議之前，以書面形式向主辦人提交該變更通知；並附有：(a)更改參展名稱申請表及行政費用(b)(i)由註冊會計師或公司秘書（在經註冊有限公司的情形下）所簽字的文檔（格式和內容令主辦人滿意），證明：只有申請人公司的名稱，而非其所有權發生變更；或(ii)其他文檔（格式和內容令主辦人滿意），表明新公司名稱屬於申請人的全資子公司所有，如果在展位位置分配會議之後提出名稱變更請求，那麼，主辦人只可能在履行完展位位置分配會議所有必要程序之後才會考慮這申請要求，但保留在不提供理由的情形下拒絕該請求的一切權利。
- 5.5 如果其申請已獲得主辦人接受的任何參展商其後在其股東之間進行業務分割，將其業務分為兩家或多家獨立公司，那麼，主辦人保留權利以終止同原參展商所達成的一切安排；並在不退回向主辦人所支付的任何申請費、展位服務費、參展費或款項的情形下對展覽場地進行重新分配，但相關股東在他們之間就展覽權轉讓達成一致的除外，對此應在展覽會開始三個月前向主辦人發出通知，並以一份參展商董事會會議決議原件或經認證真實的副本，說明全體參展商股東已達成一致並委任一位特定股東接管展覽權。
- 5.6 希望申請轉角展位的參展商應在申請中清楚地表明該請求。轉角展位取決於供求情況，並不保證能成功分配。轉角展位的使用權將根據展位抽籤會的規則而分配，成功獲得轉角展位的參展商必須選擇轉角展位。所有轉角展位申請以最終展位分配分組文件為依據，參展商屆時不能撤回或取消其轉角展位申請。最後一個轉角展位將按照“揀拔次序的狀況”指派予最後一位成功獲得轉角展位權的參展商，參展商不得撤銷申請或提出任何追索。而未能成功獲得分配轉角展位的申請者，將被退回轉角費用。
- 5.7 為了在其攤位上推廣、分發或展示攜帶有參展商全資所有子公司或參展商作為其正式代理人或經銷人的協力廠商公司名稱的名片、材料或展覽品（促銷或其他）或允許他們的任何員工或代表進場，參展商必須在展覽會開始三個月前向主辦人提出書面允許申請並附上證明文件，表明參展商和相關子公司或協力廠商公司之間的關係。主辦人擁有獨自和絕對判斷權，以決定是否發放該允許；並在發放該允許的時候規定它認為適宜的條件。如果參展商在未經主辦人事先同意或違反此類條件的情形下分發或展示攜帶有協力廠商名稱的任何名片、材料或展覽品，或允許其員工以外的任何人進場，那麼，參展商將被視為已違反了本規定的第5.2和9.2款。
- 5.8 主辦人有權按照其獨自和絕對判斷，阻止參展商在展覽會擁有一個以上的攤位。
- 5.9 主辦人有權阻止擁有同一股東結構的兩位或多位參展商（包括其申請已獲得接受的參展商）合併其展覽場地或在獨立攤位上展示同一商品或產品系列，儘管其申請已獲得接受。

**6. 在自建展位上組裝、修理、改建和拆除攤位**

- 6.1 在展覽會上所實施的所有設計、施工、組裝、安裝、拆除和裝飾工作必須遵守主辦人和舉辦地所實施的所有規定；並遵守其可適用和相關的安全規定，以及香港當前有效的法律和法規。這一要求適用於參展商、其代理人、承包商和分租商。主辦人保留權利以阻止可能違反任何相關法律和法規的任何工作；並且對於其所涉及的任何損失或損壞，參展商不得向主辦人和/或其代理人提出任何索賠。對於按照主辦人和舉辦地的規定，重建攤位的任何額外費用，或者對於可能發生的其他相關損失或損害，不得向主辦人和/或其代理人提出任何索賠。
- 6.2 參展商須於展覽會開始前最少6星期前將自建展位的設計草圖及圖則正本一式兩份呈交主辦人審批，所提交之圖則比例必須合理，不得少於1:100，並須註明十足呎吋以及相關資料，包括但不限於平面佈置圖、展位正視圖、裝置、地毯、所使用的顏色和用料、流動展覽品、視聽器材、展覽品重量和高載支點。
- 6.3 倘若自建展位的設計草圖及圖則未經書面批准，參展商不得在舉辦地進行任何施工搭建工作。主辦人擁有獨自和絕對判斷權，以批准上述草圖和設計提案。
- 6.4 攤位和展覽品不得超過主辦人所規定的地面負荷限制。
- 6.5 未經主辦人事先書面許可，不得在舉辦地的天花結構懸掛任何照明裝置及展位組件。
- 6.6 未經主辦人事先書面許可，不得在地面裝設用作鞏固圍板及其他展位組件的固定裝置。
- 6.7 展位組裝、安裝和裝飾必須在主辦人所規定的期限內進行。主辦人保留權利，為沒有在規定期限內完成的任何展覽場地或展位進行組裝、安裝或裝飾，並向參展商收取產生的相關費用。
- 6.8 只有在展覽沒有對公眾開放的時候並且經主辦人的事先書面同意，才能對展位進行修理或改建。
- 6.9 除非獲得主辦人特別書面批准，於展覽會開放期間，不得對展位及其展覽品進行拆卸和/或撤離。
- 6.10 參展商有責任運輸、組裝、拆除和搬走任何自建展位。除非獲得主辦人批准，所有此類工作必須在主辦人所規定的期限內進行。

**7. 標準展位**

- 7.1 標準展位由主辦人指定的承包商所提供並且屬於標準設計。未經主辦人的事先書面批准，不得對標準展位包括，但不限於對其公司名牌、字樣及構件進行任何改動。
- 7.2 任何裝飾、展位裝置或展覽品不得超過標準展位的標準高度。

**8. 電力裝置**

- 8.1 在展覽場地內，只准使用電力作為照明或電源。
- 8.2 所有電力工程只能由參展商承擔費用的情形下，由主辦人指定的承包商進行。電力裝置設計草圖及圖則必須於展覽會開始前6星期呈交主辦人審批。主辦人可按照其獨自和絕對判斷，要求對設計草圖或圖則進行修正或更改。
- 8.3 對於供電，不論來自主幹線、電池或發電機，均應按照舉辦地的安全標準章程和追加規定進行操作。

**9. 展位使用及安全事項**

- 9.1 展覽場地僅在展覽會期間，在非排它基礎上，出於促進貿易目的，允許參展商及主辦人使用。
- 9.2 所有參展商未經主辦人的事先書面同意，不應對分配到的展覽場地進行完全或部分再許可和/或分享，或另行共用或分享全部或任何部分展覽場地的佔用權。參展商有責任確保任何此類類批准的再被許可人應遵守本規定；並且應對此類再被許可人的違約行為承擔責任；並且應按照第19.1款向主辦人提供補償。如果發生了未經批准的展位轉租或再許可行為，那麼，主辦人保留權利以立即撤銷該參加和許可；並且參展商無權享有任何退款。被認定向協力廠商轉租或再許可和/或同協力廠商分享其展覽場地或展位的任何參展商有義務自行承擔費用，立即退出展覽會；拆除其展位；並搬走其展覽品。
- 9.3 要求所有參展商在展覽會期間，特別是在展位，包括其全部展覽品的組裝和安裝期間，按照令主辦人滿意的方式，使用所分配的展覽場地。參展商不得改建或以任何方式影響舉辦地的結構或固定物。在主辦人認為參展商對展覽場地的使用不適當，不令人滿意或可能給所分配的展覽場地潛在造成損害的時候或情形下，主辦人有權不發出通知，在參展商承擔費用的情形下，對分配給該參展商的展覽場地進行清掃和清理；並所支付的任何款項概不退還，包括申請費、展位服務費和參展費。對於參展商和/或其代表給展覽場地所造成的損壞，參展商還必須按要求向主辦人賠償進行修繕的費用。
- 9.4 除非獲得主辦人事先書面批准，在舉辦地不允許任何廣告或展示，包括舉行任何時裝展。
- 9.5 在舉辦地使用音訊進行任何公開促銷活動前，需要取得相關機構的准許，特別是著作權所有人或該唱片組織的書面批准。所有費用和法律責任應由參展商負擔。
- 9.6 音視頻設備發出的音量必須限制在合理水平，避免對其他參展商或訪客造成任何困擾或不便。
- 9.7 任何參展商不得在分配給該參展商的展覽場地以外參與或進行拍攝、錄音（不論通過音訊或視頻）、拍攝照片和/或錄影、播放電視和/或進行廣播，但主辦人按照自身決定，已給予事先書面批准的除外。
- 9.8 參展商不得在任何公司名牌上懸掛或另行粘附任何張貼物、海報、掛鉤或其他材料。
- 9.9 主辦人、其員工和承包商可拍攝照片和/或錄影，這可能包括參展商（包括其名稱和標誌），其代表及其展覽品參加展覽會時的影像。參展商於此同意並向主辦人及其關聯方授予不受限制、永久、世界範圍、無償、和可轉讓的權利和許可，以在世界範圍內無償地使用（並授權其他人使用）該影像（包括參展商的姓名和標誌）。參展商承認：主辦人是該影像全部權利的唯一和排它所有人；並且以此放棄(a)對該影像的任何和全部權利，和(b)參展商及其代表所擁有的，該影像或其使用所引起或涉及的任何和全部索賠，明確禁止參展商的任何代表訪問或試圖訪問任何其他參展商的展覽場地，但受到相關參展商訪問邀請的除外。
- 9.10 在任何情形下，舉辦地都不允許出現任何充氣氣球。
- 9.11 在展覽會使用鑄射產品需要主辦人的事先書面批准。對該使用批准的申請必須不遲於展覽會開始六週前提交給主辦人。



- 9.12 在任何情形下，舉辦地都不允許公開拍賣。
- 9.13 只有在展覽沒有對公眾開放的時候，並且經主辦人的事先書面同意，才能對展位進行修理或改建。
- 9.14 除非獲得主辦人特別書面批准，於展覽會開放期間，不得對展位及其展覽品進行拆卸和/或搬離。

## 10 宣傳材料及展覽品

- 10.1 宣傳材料只能從參展商自身展覽攤位進行分發，參展商和/或其員工不得在所分配展覽場地以外開展任何商業活動、廣告、演示、樣品和宣傳材料分發、商業兜售活動。在參展商攤位界線以外不得設置任何展覽品或廣告標誌。
- 10.2 參展商只能展示符合展覽會展位確認函中所載明產品目錄範圍的展覽品和廣告材料。
- 10.3 參展商有責任採取所有預防性措施，如警衛或其他保護方式，以保護公眾免受任何可移動或操作性展覽品的危害。任何可移動展覽品只能由參展商所授權的稱職人員進行演示或操作；並且在該人員不在場的情形下不得對其進行操作。
- 10.4 展覽攤位內所有展覽品的陳設和擺放必須限制在展覽場地以內，參展商不得在展覽場地內擺放或存放或允許擺放或存放危險品條例、淫褻及不雅物品管制條例及其項下不時可適用的任何法令之含義範圍內的任何危險和/或淫穢展覽品。
- 10.5 參展商應保證：展覽品及其包裝和宣傳材料或展覽攤位/參展商網站/或主辦人網上或移動平臺上任何其他部分展示沒有違反香港任何法律。在宣傳材料上展示或推出的產品在香港境內必須屬於合法行銷、銷售、進口和管有；如果該行銷、銷售、進口和管有要求有任何執照或許可，那麼，參展商必須獲得適當執照或許可。參展商必須在所有時候遵守適用於該產品行銷、銷售、進口和管有的任何法律或法規。在沒有限制上述規定的情形下，嚴格禁止展示以下專案：攻擊性武器、火器、彈藥、爆炸品、放射性物料、易燃品和易腐物質、淫穢物品、毒物和非藥物和相關隨身用具。對於違反此條件所引起的所有成本、費用和損害，參展商同意向主辦人及其代理人、代表、承包商和員工提供充分賠償。
- 10.6 參展商應保證：展覽品和產品包裝，以及宣傳材料和攤位上任何其他展示沒有以任何方式違反或侵犯任何協力廠商權利，包含所有智慧財產權利，包括但不限於商標、著作權、外觀設計、名稱和專利，不論是否經過註冊。對於任何協力廠商以參展商和/或主辦人和/或後者的代理人、代表、承包商或員工侵犯該協力廠商權利為由提出索賠所引起的一切成本、費用和損害，參展商同意向主辦人及其代理人、代表、承包商和員工提供充分賠償。
- 10.7 主辦人保留權利，以在參展商承擔費用和風險的情形下，清除並非由參展商或其相關公司所生產的或者申請書沒有載明的任何展覽品或宣傳材料，或參展商沒有就其取得規定通關、監管批准或許可的任何展覽品。如果主辦人發現參展商沒有遵守任何可適用法律或法規（包括但不限於任何海關、進出口相關法律和法規），它可以向相關當局報告；並協助該當局強制執行該法律和法規。對於參展商該不遵守行為所引起或所涉及的，主辦人所發生的任何損失、成本、費用、責任，參展商應向主辦人提供充分賠償。
- 10.8 依據第11條，參展商不得在展覽會上展示任何侵權商品或禁售商品。對於它或任何香港法院或相關當局視為侵權商品或禁售商品的任何商品，主辦人有權在不接受任何追溯權的情形下，予以清除商品；並撤銷參展商參加展覽會的權利和/或關閉參展商的展覽攤位；並且在任何此類情形下，參展商不得對主辦人提出任何財務或其他索賠。
- 10.9 對於參展商展示任何侵權商品或禁售商品所引起的，主辦人或其名義所發生的或對其所主張的所有索賠、責任、損失、訴訟、程序、損害、判決、費用、成本（包括法律費用）和任何類型的支出，或對於協力廠商基於此的任任何作，參展商同意一旦接到要求，將向主辦人提供賠償並確保其不受任何損害。
- 10.10 主辦人有權在參展商承擔費用的情形下，從提供給任何參展商的任何展位或區域或展覽場地中立即清除或要求參展商清除在那裡所展示的任何商品、宣傳材料、項目或物品，但不負有義務提供其任何理由；並且對於參展商或任何其他人士由此所發生的任何損失、損害或費用，不承擔任何責任。
- 10.11 未經主辦人的事先書面批准，參展商不得作出或安排作出任何與展覽會相關的訪問、公告、新聞稿或任何其他廣告或宣傳。

## 11 智慧財產權和相關爭議

- 11.1 對於其使用任何展覽品或配合展覽會所使用的材料所蘊含的全部智慧財產權，參展商有責任和義務取得適當同意和許可。
- 11.2 主辦人希望參展商尊重其他方的智慧財產權利。參展商不得在展覽會上對屬於仿冒的或以任何方式侵犯協力廠商商標、著作權、專利或其他智慧財產權的任何產品進行行銷、銷售或展示。參展商保證：參展商或其代理人提交用於任何媒體（包括，但不限於廣告、展覽會網站，或任何展覽會發佈）上的名稱、標誌、藝術品和其他內容，沒有侵犯任何協力廠商的智慧財產權利；並且沒有包含誹謗、淫穢、不雅、瀆神或以任何方式構成非法的內容。
- 11.3 被裁定進入任何未經授權、仿冒或侵權活動的任何參展商須將所有這些未經授權、侵權、仿冒或具有誤導性的產品清除出展覽會；或將其展覽品清除出當下和未來的展覽會。但是，此規定並不構成主辦人採取此等行動的義務。對於參展商可能作出的智慧財產權侵權行為，主辦人不承擔任何責任。
- 11.4 在展覽會對參會人開放期間，參展商或其代理人（包括但不限於法律顧問或傳票送達人）不應向任何其他參展商發送傳票。如果一位參展商針對另一位參展商已取得司法/行政救濟令；並且該參展商在展覽會期間沒有合理替代方式向該其他參展商送達該救濟令，那麼，參展商或其代理人應竭盡努力，以在展覽會對參會人關閉期間送達該救濟令。儘管有上述規定，對於所取得的救濟令，參展商應向主辦人發出事先書面通知（包括一份該救濟令），於此，主辦人代表可護送參展商或其代理人前往接受送達的參展商展位；以最大限度減少該送達給展覽會所造成的任何混亂。參展商同意竭盡努力，以在舉辦地以外的地點，不遲於參展商首次展覽會入場日一週前，解決同其他參展商的任何智慧財產權爭議。

## 12 展位物資入場和退場

- 12.1 所有展覽品於送往和搬離舉辦地及於舉辦地展示期間均應由參展商保護並承擔相關風險。
- 12.2 參展商必需按照主辦人安排並在其所規定期限內進入舉辦地。
- 12.3 將商品送往和搬離舉辦地的安排和費用，包括但不限於接收、裝飾、包裝、搬走展覽品的相關成本，以及安排所有必要通關和監管批准和許可，完全屬於參展商的責任。
- 12.4 任何油壓手推車一概不得進入舉辦地的任何區域。
- 12.5 在展覽會結束後主辦人可能指定的時間或在申請提前終止時，所有展覽品應從展覽場地搬走和清除；並且被騰空的展覽場地佔用權應在如同最初許可給參展商時的完好和乾淨狀態和條件下移交給主辦人。在最後一日被主辦人指定為須清除材料的任何遺留財產將被視為遺棄；並且可能在相關參展商承擔費用的情形下，被主辦人出售或另行處理。在展覽會結束之前，不得從展覽會搬走任何財產。
- 12.6 搬走和處置任何板條箱和/或展位裝置和相關材料的費用不計入申請費，展位服務費和參展費。參展商應負責主辦人和/或舉辦地所合理徵繳的，在展覽會之後搬走和/或處置任何遺留板條箱和/或展位裝置和相關材料的任何追加費用。
- 12.7 主辦人保留權利，以委任一間或多間獨家承包商處理所有參展商全部商品和展覽品的舉辦地進退場事宜，在指派了一間或多間獨家承包商的情形下，該決定不應受到參展商的質疑；並且參展商有義務僱用該獨家承包商的服務。

## 13 參展商和代表的行為

- 13.1 展位必須在展覽會開放期間配備有達到法定年齡的經授權和稱職的代表並得到其照看，以確保所有展覽品處於正常操作狀態和/或得到適當展示（按照具體情形）；並且參展商應準備並能夠從事經營。該代表必須充分熟悉參展商產品和/或服務；並且經過適當授權以磋商和締結參展商產品或服務銷售合同。對於在展覽會期間所有時候，在所有方面接受本規定約束並必須遵守本規定的其任何代表、代理人和/或員工的良好行為，參展商應承擔相應責任。
- 13.2 對於展覽品的安裝、操作、和搬離，參展商應向主辦人提供作為其代表的至少一個指定人員之姓名；並且確保該人員在展覽會開放期間內所有時候以及展覽會期間的其他時候可隨時聽候主辦人聯絡。
- 13.3 參展商不得作出或允許其代表作出任何有關主辦人合理認為將或可能給任何人或物品或其健康或安全造成騷擾、損害、煩擾、不方便、混亂、傷害、危險或風險，或不符合展覽會一般準則或可能相當於違反本規定的任何行為。
- 13.4 參展商自身（並且應確保其代表）在任何時候均應避免發生任何導致主辦人違反他們持有舉辦地或其任何相關部分所依據的任何規則或規定。如果主辦人合理相信：該展覽品違反了本規定的任何條款或另行構成潛在違法、危害、不敬和/或可能給任何人造成騷擾的風險，那麼，主辦人保留在任何時候按照自己的絕對判斷，要求參展商（或自己）搬走正在展覽會展示的任何展覽品（不論是否載於申請表）的權利。
- 13.5 未經主辦人的事先書面同意，明確禁止參展商或其代表以任何形式對任何其他參展商的展覽場地或展覽品進行影像記錄。該禁止包括但不限於拍攝照片、進行任何類型的視頻或數位錄製和/或製作任何圖紙、草圖或其他有形記錄。參展商及其代表同意，一旦接到要求，將向主辦人上繳違反本規定錄製影像所使用媒體上的任何材料，包括但不限於影片、錄影帶、素描簿、拍照手機和數位存儲裝置。
- 13.6 如果參展商或其代表違反上述規則進行了影像記錄，一旦生成或錄製了該影像，那麼，其著作權和其他智慧財產權或其他權利（特此澄清，包括對錄音和廣播的權利），不論是現在或未來發生的（“智慧財產權”）應無條件和立即歸屬於主辦人所有。參展商承諾按照主辦人的可能要求，簽署所有契約和檔並實施所有事項（並且應確保其代表簽署所有契約和檔並實施所有事項），以將該智慧財產權授予給主辦人，包

括但不限於，提交該影像或它們在任何媒體中的副本；並且如果它未能按照要求辦理，那麼，參展商不可撤銷地授權主辦人的任何員工代表它並以它的名義，並且作為它的代理人簽署該權。對於參展商違反不進行影像記錄的義務或參展商侵犯協力廠商智慧財產權所引起的，主辦人或其名義所發生的，或對其所主張的所有索賠、責任、損失、訴訟、程序、損害、判決、費用、成本（包括法律費用）和任何類型的支出，參展商同意一旦接到要求，將向主辦人提供賠償並確保其不受任何損害。

- 13.7 明確禁止參展商的任何代表訪問或試圖訪問任何其他參展商的展覽場地，但受到相關參展商訪問邀請的除外。

## 14 參展商網站連結和內容

- 14.1 參展商網站應：  
(a)按照美觀和體面的方式製作、構建和保有，並同主辦人高品質形象保持一致；  
(b)包含有致力於推動交易和業務的資訊；並且遵守所有當地可適用法律；和  
(c)非主要内容僅為其他網站之連結內容的網站。
- 14.2 出於線上推廣展覽會的目的，參展商同意並歡迎主辦人在主辦人所確定的任何持續期間內，在主辦人官方網站添加通往參展商網站的連結。參展商同意：對於主辦人提供和/或刪除任何連結或主辦人網站服務中斷所引起或所涉及的任何損失或責任，主辦人毋須承擔任何責任。
- 14.3 對於主辦人官方網站有其連結和列有其名稱的參展商網站和/或任何印刷出版物上所發表的任何內容，包括但不限於材料、測試、影像和/或視頻，主辦人不承擔任何責任。主辦人保留在不發出通知和/或提供理由的情形下，禁止登錄主辦人官方網站中任何參展商網站連結和/或從其中刪除該連結的權利。
- 14.4 參展商於此向主辦人承諾：  
(a)採取所有必要預防措施，以確保：  
(i)參展商網站上所包含的資訊或材料在所有相關時間內是準確、真實和完整的；  
(ii)參展商網站不含有任何病毒；並且如果其網站任何部分感染或懷疑感染有任何病毒，將立即通知主辦人；  
(b)定期更新其網站以保持準確性；並且確保符合主辦人已確立的良好形象和聲譽。
- 14.5 對於主辦人由於，或涉及，或另行因應其通往參展商網站的超文字連結而發生或遭受的所有損失、責任、法律訴訟、程序、索賠、損害、成本（包括但不限於法律成本）和費用，參展商承諾向主辦人提供充分賠償；並在所有時候確保主辦人獲得充分賠償。

## 15 展覽權終止

- 15.1 在包括（但不限於）以下任何情形下，主辦人有權在不發出通知的情形下，終止參展商在展覽會的展覽權；並在參展商負擔費用的情形下立即關閉該展位：  
(a)如果參展商或其任何代表違反本規定或主辦人所引入的任何追加規則及規定；  
(b)如果參展商作為一個公司法人，自願或非自願進入清算程序；或同其債權人達成和解；或就其全部或任何部分資產被委任接管人；或因為債務而採取或被採取任何類似行動；或者如果參展商作為一個獨資經營者或一家合夥企業，發生破產或清償；或同其債權人達成任何安排；或因為債務而採取或被採取任何類似行動；  
(c)如果參展商實施了主辦人認為不符合展覽會性質和宗旨或干預了其他參展商在展覽會權利的任何活動；  
(d)如果參展商在展覽會任何部分的任何行為和/或表現，按照主辦人的決定，不符合該展覽會的性質和宗旨；  
(e)如果在其展位所展示的參展商展覽品20%或以上不符合主辦人所簽發的展位確認函中所載明產品目錄範圍的相應產品；  
(f)如果在其展位所展示的參展商任何展覽品不符合參展商在其申請表中所申請的產品清單；  
(g)如果參展商被認定在展覽會以歧視性方式對待訪客；  
(h)如果參展商被認定已實施主辦人認為可能危害或損害主辦人和/或其行業聲譽和/或形象的任何行為；  
(i)如果參展商被認定已違反在香港可適用的任何法律、規則或法規，包括但不限於涉及產品安全、智慧財產權、勞動者權利和環境的法律；  
(j)如果參展商被指控或被宣判實施了任何刑事犯罪或其他行為，給自身、展覽會或主辦人造成惡劣影響；  
(k)如果參展商違反了舉辦地的任何可適用規則或法規；或  
(l)如果主辦人按照其獨自和絕對判斷，決定應終止參展商展覽權。
- 15.2 在參展商在展覽會的展覽權依據本規定第15.1(a)至(k)項中任何一項遭到終止的情形下，對於已支付給主辦人的任何款項/或其退款，參展商不得提出任何退款請求。
- 15.3 在依據本規定第15.1(l)款終止參展商展覽權的情形下，主辦人應向參展商退回所支付的全部租賃費。對於該終止所涉及的其任何損失或損害，參展商不應向主辦人提出任何索賠。
- 15.4 如果在展覽會首個展覽日開幕時間三十分鐘前，展覽場地或展位仍然沒有被參展商所佔用，那麼，參展商應被視為已退出展覽會；並且主辦人應有權按照它認為適當的方式，使用或分配該參展商的展覽場地。已支付的申請費、展位服務費和參展費將概不退還，視同該參展商自該日起已撤銷參展。其年費分將被全數取消。主辦人不會向參展商發出事先通知。

## 16. 主辦人變更日期和展覽舉辦地

- 16.1 如果舉辦地按照主辦人的獨自判斷不適宜佔用；或者展覽會舉辦由於不可抗力（按照以下定義）而遭到撤銷，那麼，主辦人可按照其自身判斷終止申請和/或展覽會（或其任何部分）；或者主辦人可按照其認為適當或妥當的方式推遲和/或轉移展覽會（或其任何部分）。對於任何不可抗力所導致的推遲、損害、損失、成本增加，或其他不利條件，主辦人不承擔任何責任。主辦人還可能變更展覽會特性或模式；減少其規模；縮短或延遲其持續時間。對於任何此類更改給參展商所帶來的任何成本、損害、收費或其他費用，任何責任，主辦人不承擔任何責任。“不可抗力”應包括但不限於：火災、意外事故、洪水、流行病、世界衛生組織旅行建議或旅行警告、地震、爆炸或事故、封鎖禁運、惡劣天氣、政府限制、民防或軍事當局的限制或命令、公敵行為、暴亂或騷亂、恐怖主義行為或威脅行為、罷工、停工、抵制或其他勞動爭議、舉辦地撤銷、無力保障充分勞工、技術或其他人員問題、適當運輸設施的損壞或缺乏、無力取得必要消耗品或設備費用、徵集或譴遣、地方或州法律、條例、規則、裁定、政令或條令、不論是立法、行政或司法的和不論是合憲或違憲的，或自然災害或超出主辦人合理控制的任何其他原因。
- 16.2 主辦人保留權利，以在任何時候，在沒有向參展商發出通知的情形下，更改計畫、現場特性或舉辦地。主辦人沒有責任向參展商提供任何進一步補償。如果主辦人認為適當和妥當，可按比例對舉辦地使用進行計提；並且參展商或主辦人不再承擔任何進一步責任，對於該終止所導致的任何參展商成本、損害、收費或費用，主辦人不承擔任何責任。

## 17. 參展商撤銷

- 17.1 參展商退出展覽會的請求必須不遲於展覽會開始八週前書面提交給主辦人。儘管退出參展商有責任尋找一位符合本規定的替代公司以負擔退出參展商已承諾和/或被視為已承諾的全部未償付展覽費和相關費用，包括任何可適用附加費，但主辦人將嘗試從等候清單（如有）中尋找一位替補參展商。前提是，退出參展商已遵守了本規定而且成功找到替補人，那麼，主辦人將在展覽會結束起四十五個工作日內退還80%參展商已向主辦人支付的參展費，不計利息。若未能找到替補人，主辦人將不會退回參展商所繳付的款項，為免生疑問，主辦人只會退還參展費。
- 17.2 參展商部分退出展覽會的請求必須不遲於展覽會開始八週前書面提交給主辦人。部份退出指承諾退回的展位不超過原有面積的50%。儘管部分退出參展商有責任尋找一位符合本規定的替代公司以負擔部分退出參展商已承諾和/或被視為已承諾的全部未償付展覽費和相關費用，包括任何可適用附加費，但主辦人將嘗試從等候清單（如有）中尋找一位替補人。前提是，部分退出參展商已遵守了本規定。那麼，主辦人將在展覽會結束起四十五個工作日內安排退還70%參展商已向主辦人支付的參展費，不計利息。若未能找到替補人，主辦人將不會退回參展商所繳付的款項，為免生疑問，主辦人只會退還參展費。

## 18. 無寬免聲明及保留權利聲明

- 18.1 主辦人對本規定任何部分的寬免，不應妨礙對本規定的後續強制執行；並且不應被視為對任何後續違約行為的寬免。

## 19. 補償、保險和留置

- 19.1 對於以下事項所引起或所導致的所有索賠、損失、責任、訴訟、損害、判決、費用、成本（包括但不限於法律和法律相關程序費用）和任何類型支出，參展商一旦接到要求，應向主辦人和舉辦地所有人及其各自高管、董事、員工、代理人、代表、承包商和員工提供補償並確保他們不受任何損害：  
(a)其對展覽場地和/或展位的申請或佔用；  
(b)其作為，不作為，或疏忽，惡意違約或欺詐，包括參展商的代理人、代表、員工和/或參展商所委託的承包商；



- (c)參展商侵犯任何協力廠商的商標或智慧財產權權利，不論明知或不知及不論故意或非故意（包括但不限於對既有產品和服務的盜版和仿冒/冒牌貨的銷售或經銷）；
- (d)展示其出版物、陳列品、展覽品和其網站內容；
- (e)其指控另一位參展商侵權，包括參展商向另一位參展商送達傳票；
- (f)其向另一位參展商送達司法/或行政裁定；
- (g)其使用音樂；
- (h)其違反任何法律和/或監管規定；或
- (i)主辦人按照 (i) 一位參展商所提出的、涉及該參展商所主張智慧財產權權利的請求，或 (ii) 主辦人的判斷所採取的行動。在此情形下，對於參展商所主張的智慧財產權權利合理相信其行動的合法性。
- 19.2 對於涉及或影響參展商/訪客，其個人物品和展覽品的任何類型風險，主辦人不承擔任何財務或法律責任。參展商有責任辦理公共保險（包括佔用人責任），包括（但不限於）為其陳列品、展覽品和攤位投保，包括，但不限於偷竊、火災、暴風雨、自然災害、空調故障、剽竊、失蹤、炸彈威脅、屋頂漏水和任何其他自然原因所引起的損失或損害；並且一旦接到請求，應向主辦人出示該保險單。
- 19.3 自建展位參展商對於其展位安全應承擔全部責任；並且對於自建展位的安全性、適當性或其目的適用性以及自建展位給舉辦地、其他參展商、訪客、主辦人或任何其他協力廠商所造成的損害所引起或所涉及的，主辦人、其代理人、代表、承包商和員工所遭受或蒙受的所有損失、責任、訴訟、程序、索賠、損害、成本（包括，但不限於法律成本和費用），一旦接到要求，應向他們提供充分賠償；並且在其後所有時間確保他們得到充分賠償。
- 19.4 在整個展覽會期間，參展商應在“一切險”基礎上辦理並保有保險，投保所有潛在責任，包括通過本規定向其施加的公共責任和/或協力廠商賠償，以及可能的法律過失責任；並且一旦接到請求應向主辦人出示該保險單。對於參展商或其代理人、代表、承包商或員工的作為或不作為給舉辦地和其他參展商或主辦人任何財產所造成的任何損失或損害，參展商應承擔全部責任。參展商所委託的任何承包商會被視為參展商的代理人，參展商所委託的承包商、其員工和/或其代理人的所有作為和不作為會被視為參展商的作為和不作為。
- 19.5 參展商所有展覽品都由參展商承擔唯一責任和風險。參展商應辦理適當保險，以投保其展覽品遺失和/或失竊。參展商未遵守本規定中保險要求的，並不免除參展商依據本規定所承擔的賠償義務。對於擁有貴重展覽品的參展商，應由其自行承擔費用辦理保險和/或隔夜存儲特別安保服務。主辦人或舉辦地均不會為參展商的財產、包括展覽品投保；此類保險完全屬於參展商責任。
- 19.6 無論主辦人是否於所分配展位範圍內向參展商提供保險箱，主辦人、舉辦地或官方安 保承包商對於參展商的展覽品，不論進出保險庫都不承擔任何責任。
- 19.7 對於參展商就該展覽會應向主辦人支付的全部款項（包括但不限於損害索賠），主辦人保留參展商在舉辦地所擁有的任何財產設定一般留置權的權利。

## 20. 責任排除和免責聲明

- 20.1 主辦人擁有獨自和絕對判斷權以接納任何訪客參加展覽會並制定相關接納要求或程序。對於參加展覽會的訪客之入數以及在展覽會所開展銷售的金額，主辦人不提供任何保證。
- 20.2 在發生以下任何一種情形時：
- (a)不能從相應協力廠商、政府和/或相關當局取得在舉辦地舉辦該展覽會的任何強制性批准、執照和/或許可；
- (b)由於直接或間接涉及舉辦地施工、重建、翻新和/或改建的事項，於舉辦地舉辦展覽會被認為不可行、不實際或不明智，主辦人保留判斷權，以更換、轉移展覽會舉辦地或部分或完全撤銷展覽會。在此類情形下，對於已支付的申請費、展位服務費和參展費，參展商可向主辦人申請全額或一定比例的退款，不計利息。如果申請費和/或就該申請已支付的任何款項已支付給主辦人的代理人或代表，那麼，主辦人有責任確保退款。對於依據本條款更換或轉移展覽會舉辦地或部分或完全撤銷展覽會所引起或造成的任何損失或損害及以此向主辦人或其代理人或代表提出的任何索賠，主辦人不應被追究任何責任。
- 20.3 主辦人和/或其代理人、代表、承包商或員工對以下事項不承擔任何責任：
- (a)就所提供服務和/或商品所給予的任何明示或默示保證可能給參展商業務所造成的任何損失或損害；
- (b)參展商向客戶或訪客所提供的、有關其公司、產品和/或服務的虛假陳述；
- (c)參展商通過展覽會範圍內所使用的媒體，包括但不限於廣告，向客戶提供的商品說明條例項下有關於何產品和/或服務的任何虛假、歪曲、誤導和/或疏漏說明；
- (d)超出主辦人控制、位於舉辦地的任何系統故障、電訊或其他電子通訊故障；
- (e)除了主辦人或其員工的過失所引起的死亡或人身傷害外，參展商或其代理人、代表、承包商或員工所遭受或承受的任何人身傷害，或參展商或該方的產品或其他財產所遭受的任何損失、損傷或其他損害，特此澄清，自然災害、戰爭、衛生事件（如嚴重急性呼吸道綜合症的爆發）、恐怖主義襲擊威脅、騷亂、示威、內亂、不可避免事故或超出主辦人控制的其他原因所引起或所造成的任何死亡或人身傷害，不應被視為主辦人或其員工的過失。主辦人依據本規定所授予的任何批准不應構成對主辦人批准之標的物的任何形式認可；和
- (f)參展商和其他人在展覽會期間或因為展覽會所進行的任何引介或商業交易的後果。
- 20.4 參展商以此同意：主辦人在本規定項下最大責任不應超過主辦人從參展商那裡所實際收取的申請費、展位服務費和參展費。
- 20.5 參展商承認和同意其參加展覽會的風險全由參展商一力承擔。

## 21. 隱私和個人資料

- 21.1 主辦人尊重所有參展商隱私並且將竭盡合理努力以：
- (a)執行電腦、物理和程式防禦措施，以合理保護其所收集的個人資料的安全和秘密；
- (b)將所收取的個人資料限制在提供最佳服務所必需的最小範圍內；
- (c)僅允許經授權的員工登錄個人資料；或
- (d)不向外部方披露任何個人資料，但 (i) 參展商已同意該披露；(ii) 法律要求主辦人披露；或 (iii) 按照任何法定強制執行機構的任何合法請求，主辦人有義務披露的除外。
- 21.2 出於處理參展商申請的目的，主辦人在接受個人資料（私隱）條例約束的同時，可按照以下情形收集照片和資訊，包括但不限於公司的個人聯絡人或其員工的個人信息：
- (a)在登記過程中
- (b)在主辦人可能同參展商所進行的整個通訊期間；
- (c)來自參展商的申請。
- 在其認為落實以下所規定目的所必需的期間內，主辦人還將保存所收集的相關資訊：
- (i)通過將個人資料吸收進其資料庫並基於個人資料實施分析、研究和審計，促進和提高主辦人運營；
- (ii)發起、並通過傳真、電郵、直接郵件、電話和其他通訊方式或向參展商發送電子新聞通訊，向參展商通報在香港和世界各地所舉辦的任何商品交易會，以及主辦人和/或其關聯方和合資企業合夥人不時可能主辦的活動或商品交易會；
- (iii)分發其相關出版物和研究材料；
- (iv)開展其服務或產品行銷；
- (v)如有必要，利便法定程序，包括收回逾期金額。
- 如果參展商不希望其任何資訊，包括但不限於其個人聯絡人或其員工的個人資料被用於第21.2 (i) 至 21.2 (v) 項中所載明的任何目的，請致電 +852 2766 3002 與主辦人聯繫或以書面形式通知主辦人。
- 《私隱政策聲明》全文請參閱以下連結：  
[https://www.jewelrysthows.org/tc/exhibitor/privacy\\_policy.php](https://www.jewelrysthows.org/tc/exhibitor/privacy_policy.php)

## 22. 追加規則及規定

- 22.1 主辦人保留權利以在其認為有序運營展覽會所必需的任何時候，對本規定進行解釋、更改和修正；並發佈追加規則及規定（包括但不限於申請表、參展商手冊和展位分配文件）。經修正的規定和追加規則及規定在主辦人網站公佈後立即生效，一旦經修正規定和追加規則及規定在主辦人網站上發佈，參展商應視為已得到通知並已接受經修正規定和追加規則及規定。主辦人對本規定和任何追加規則及規定的解釋應具有終局性並對參展商具有約束力。
- 22.2 參展商應遵守申請條款、舉辦地和展覽主管機構的規則及規定，該規定為本規定的構成部分。在該規定與本規定之間發生任何衝突的情形下，應以本規定為準。主辦人可根據請求提供舉辦地規則和規定副本。主辦人保留將追加規則及規定納入申請表、參展商手冊和展位分配文件的權利；並且擁有對發生衝突的任何部分進行解釋和修正的絕對權利。對於本規定和/或追加規則及規定，主辦人擁有最終解釋和決定權。
- 22.3 參展商應負擔簽署和履行本規定所管轄之協定所發生的其全部成本和費用，包括通訊設施和電子服務登錄所涉及的任何和全部成本。

- 22.4 如果參展商和 (1) 官方承包商、(2) 一位或多位參展商、或 (3) 主辦人和/或其代理、代表、或員工之間發生任何未解決爭議並升級到主辦人所留意和關注的程度，那麼，主辦人對適用於該展覽會的本規定和任何追加規則及規定的解釋，以及就該爭議或歧異所作出的行為或決定及其解決方案應具有終局性並對參展商具有約束力。

## 23. 通知

- 23.1 本規定要求採取書面形式發出的所有通知、協議、批准、許可和同等權必須：
- 通過電郵至 [hkjmashow@jewelry.org.hk](mailto:hkjmashow@jewelry.org.hk)；傳真至 (852) 2362 3647；或郵遞至位於香港九龍紅磡民裕街51號凱旋工商中心第2期2樓G室香港珠寶製造業廠商會，發送給主辦人；
  - 通過地址位於 <http://www.jewelrysthows.org/> 的網站，或通過電郵、傳真或郵遞至其申請表中所提供的地址，發送給參展商；
  - 或通過主辦人不時同意或通知的其他方式發送，對於本規定或其標的物所涉及的全部事項，參展商同意使用電子記錄和通訊和線上處理。

## 24. 同申請表的衝突

- 24.1 如果本規定的條款同申請表發生任何衝突，那麼，應以本規定條款為準。

## 25. 語言

- 25.1 本規定以英文和中文制訂，如兩個語言版本之間出現不一致，應以英文版本為準。

## 26. 管轄法

- 26.1 本規定受香港法律管轄並據其進行解釋；並且參展商和主辦人不可撤銷地服從香港法院的專屬管轄。

### 如有查詢，請聯絡：

For enquiries, please contact:

香港珠寶製造業廠商會  
香港九龍紅磡民裕街51號凱旋工商中心第二期二樓G室  
Hong Kong Jewelry Manufacturers' Association  
Unit G, 2/F., Kaiser Estate Phase 2, 51 Man Yue Street, Hungghom, Kowloon, Hong Kong

電話 Tel : (852) 2766 3002  
傳真 Fax : (852) 2362 3647  
電郵 E-mail : [hkjmashow@jewelry.org.hk](mailto:hkjmashow@jewelry.org.hk)  
網址 Website : [www.jewelrysthows.org](http://www.jewelrysthows.org)