

STANDARD RULES & REGULATIONS

TERMS & CONDITIONS

1. TERMS OF REFERENCE

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

2. RULES AND REGULATIONS AND EXHIBITOR'S MANUAL

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

3. APPLICATION FOR PARTICIPATION

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

4. LICENSING AND ALLOCATION OF EXHIBITION SPACE

The Exhibition Space is licensed to the Exhibitor only (in common with the Organisers and all others authorised by the Organisers) on a non-exclusive basis. The Exhibitor is not permitted to sub-license 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 Organisers. The Exhibitor shall ensure that any such authorised sub-licensees comply with this Contract and the Exhibitor's Manual and shall be responsible for any default of such sub-licensees and shall indemnify the Organisers in accordance with clause 12. The Organisers reserve the right to cancel the participation and licence immediately if both sub-letting occurs.
An Exhibitor who wishes to use a company name on its Exhibition stand which is different to that stated on its Application Form must submit notification of this change to the Organisers at least three months prior to the commencement of the Exhibition together with the following:

(i) documentation signed by a certified accountant or the company secretary (where the Exhibitor is a registered limited liability company) to prove that only the name of the Exhibitor has changed; or (ii) other documentation to show that the new company name belongs to a wholly owned subsidiary of the Exhibitor.
The Organisers may allocate the Exhibition Space in any manner as they deem fit but may take into account such factors as the order of applications received and the nature of the Exhibitor's business.
The Organisers reserve the right at their sole discretion to change the location of or venue for the Exhibition, the opening hours of the Exhibition, the term or duration of the Exhibition, the date or dates on which the Exhibition is to be held provided that the revised dates are within 6 months of the dates set out in the Application Form, to change the Exhibition Space allocated to the Exhibitor, to alter the size and dimensions of the Exhibition Space from that for which application is made in the Application Form, to change or close entrances and exits and access to the venue, Exhibition and/or Exhibition Space and to undertake any kind of alterations to the Exhibition Space whatsoever.

In the event that the Organisers change the location or venue of the Exhibition, or the date or dates on which the Exhibition is to be held, the Organisers will provide the Exhibitor with notice of that change as soon as practicable.
Shell stands are all erected according to a standard pattern. No variation of the standard fascia and lettering will be permitted. Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the Organisers. It is recommended that all design proposals be submitted to the Organisers for approval.
An Exhibitor who is allocated shell space will be provided with stand services as per the schedule in the Exhibitor's Manual. Plans, drawings and design proposals for non-shell spaces must be submitted and approved according to the Rules and Regulations. These plans, in triplicate, must be submitted to the Organisers for approval not later than the time specified by the Organisers in the Exhibitor's Manual.
The Organisers reserve the right at any time to order the alteration or removal of any stand which differs from the approved specifications or which does not conform to the Rules and Regulations. The costs of such alteration and removal shall be entirely borne by the Exhibitor and any sums of money which may have been paid by the Exhibitors for rent and charges shall not be refunded. If any such alterations or removals are not made within the time required by the Organisers then the Organisers may undertake the same at the risk and cost of the Exhibitors, and the Exhibitors shall reimburse all costs and expenses incurred in relation thereto by the Exhibitors on demand.

5. EXHIBITS

No exhibit will be allowed into or out of the Exhibition Centre without an official delivery order or clearance document. The Exhibitor shall at its own cost make its own arrangements for transportation of exhibits to and from the Exhibition Centre (including, without limitation, arranging for all necessary customs clearances and regulatory approvals and licences) and for storage of exhibits and packaging materials. Display of any working or moving exhibits must have the prior written approval of the Organisers. Precautionary measures such as the provision of guards or other means of protection must be taken by the Exhibitor to protect the public from moving or working exhibits.
Moving or working exhibits shall only be demonstrated or operated by persons authorised by the Exhibitor and shall not be demonstrated or operated by such persons. All exhibits and stand furnishings must be confined to the Exhibition Space. The Exhibitor shall not store or permit to be stored any hazardous goods (within the meaning of applicable legislation and regulations in the territory in which the Exhibition is held) in the Exhibition Space.
Advertising literature should be distributed from the Exhibitor's own stand(s) only. No business activity shall be conducted by the Exhibitor and/or his staff outside the allocated booth area. No advertising or canvassing for business may take place anywhere else in the Exhibition Hall.
The Organisers reserve the right to remove at the Exhibitor's expense and risk any exhibits or publicity material not produced by the Exhibitor or its associated companies or which are not as specified on the Application Form.
The Exhibitor shall not exhibit at the Exhibition any counterfeit goods or any goods which infringe any third party's intellectual property rights ("Infringing Goods"), any goods which are prohibited or restricted by local laws or regulations ("Prohibited Goods") or any goods which in their manufacture or production fail to comply with the Convention on International Trade in Endangered Species of Wild Life Flora and Fauna ("CITES") or any other international standards, regulations and legislation in respect of ethical slaughtering and conservation of endangered species, including without limitation standards issued by the World Conservation Union ("IUCN") ("Unethical Goods"). The Organisers shall have the right, without recourse, to physically remove any goods which it or any Hong Kong court or relevant authority deems to be Infringing Goods, Prohibited Goods or Unethical Goods, to cancel the Exhibitor's right of participation and/or to close down the Exhibitor's exhibition stand and in any such event, the Exhibitor shall have no financial or other claim against the Organisers.
The Exhibitor agrees to indemnify and hold harmless the Organisers on demand against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of the Exhibition of any Infringing Goods, Prohibited Goods or Unethical Goods by the Exhibitor, or acts by third parties as a consequent thereof.
At such time after the close of the Exhibition as the Organisers may specify, or on sooner

termination of this Contract, all exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be delivered to the Organisers 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 Organisers for material to be removed shall be treated as abandoned and may be sold or otherwise disposed of by the Organisers at the Exhibitor's expense. No property may be removed from the Exhibition before the Exhibition ends.

6. TERMS OF PAYMENT

Payment of the Fees by the date(s) stipulated in this Contract is of the essence to participation by the Exhibitor in the Exhibition.

7. CONDUCT IN THE EXHIBITION CENTRE

During the term of the Exhibition and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition the Exhibitor shall be responsible for the good conduct of its Representatives who shall be bound by and must observe these Terms and Conditions in all respects.
Exhibitors and their Representatives shall not do, or permit to be done, which in the reasonable opinion of the Organisers shall cause or is likely to cause a disturbance, nuisance, annoyance, inconvenience, disruption, damage, danger or risk to any person or thing, or to the health or safety thereof, or which does not conform with the general standards of the Exhibition or amounts or may amount to a breach of these Terms and Conditions.
The Exhibitor shall (and shall procure that its Representatives shall) at all times act so as to avoid putting the Organisers in breach of the licence (as amended from time to time) under which they hold the Exhibition Centre or the relevant part of it.
It is expressly prohibited for the Exhibitor or its Representatives to record images of any other exhibitor's exhibition space or exhibits in any form ("Images") without the prior written consent of the Organisers. Such prohibition includes, but is not limited to, the taking of photographs, 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 Organisers on demand any material in whatever media on which Images may be recorded in violation of this rule, including but not limited to film, video tapes, sketchbooks, camera phones and digital storage devices.
Should 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) whatsoever arising now or in the future ("IPR") shall vest in the Organisers and the Exhibitor shall be liable for 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 Organisers may require to vest the IPR in the Organisers 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 authorises any employee of the Organisers to execute the same in its name and on its behalf and as its attorney.
The Exhibitor agrees to indemnify and hold harmless the Organisers, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of breach of the obligations of the Exhibitor not to record Images, or any infringement of third party IPR by the Exhibitor.
It is expressly prohibited for any Representative of the Exhibitor to visit or attempt to visit the exhibition space of any other exhibitor unless invited to do so by the relevant exhibitor.

The Exhibitor and its Representatives must wear the identification badges specified by the Organisers at all times in the Exhibition Centre. Persons under the age of 18 are not allowed to be booth attendants nor may they enter the Exhibition Hall during the Exhibition and the Organisers may refuse entry to any person under the age of 18.
The Exhibitor may not alter or in any way affect the structure or fixtures of the Exhibition Centre.
The Exhibitor will pay or reimburse on demand to the Organisers the costs of making good any damage caused to the Exhibition Centre or fixtures by it and/or its Representatives.
The Organisers reserve the right to refuse admittance to the Exhibitor and/or any of the Exhibitor's Representatives to require the Exhibitor and/or any such Representative to leave if in their opinion his or her behaviour is in breach of these rules and regulations, any rules and regulations of the Exhibition Centre or local laws and regulations. The opinion of the Organisers is final in this regard.

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8. OTHER OBLIGATIONS

The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual.
Each of the Organisers and the Exhibitor undertakes to the other that it shall use all reasonable endeavours to ensure that all information, written or oral or in any other form, of whatever nature received by it relating to the other shall (save to the extent it is in the public domain) be treated as confidential and shall not be used or disclosed to any third party except in connection with the participation in the Exhibition of the Exhibitor under this Contract or as may be required by law, by any competent regulatory authority or by the Exhibition Centre Operator.
Notwithstanding the above the Exhibitor agrees that the personal data provided by it in connection with its participation or proposed participation in the Exhibition may be included on the Exhibition database, included in the Exhibition's Official Directory, used in communications with the Exhibitor and otherwise used by the Organisers and associated companies (or their successors) for marketing or promotional purposes, including in Hong Kong or otherwise, or passed on to third parties for promotional purposes. Any requests for access to or correction of the data can be made to EIS Manager, 17/F China Resources Building, 26 Harbour Road, Wanchai, Hong Kong. A fee may be charged by the Organisers or a relevant associated company for complying with access requests.

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Space shall automatically be cancelled forthwith.
If this Contract is terminated under any of subclauses 11(2) to 11(8) above the Organisers shall be entitled forthwith to re-licence the Exhibition Space, all payments made in respect of the Exhibition Space shall be forfeited and the Exhibitor shall be deemed to have no right to claim any of the Fees and for any loss or damage suffered or additional expenses incurred by or on behalf of the Organisers as a consequence thereof.
Upon termination of this Contract for whatever reason, all of the Exhibitor's property shall be removed by the Exhibitor from the Exhibition Space immediately, failing which such property shall be removed and the Exhibition Space cleared by the Organisers at the Exhibitor's expense. The Organisers reserve the right to exercise a general lien over any property of the Exhibitor in the Exhibition Centre in respect of all monies, of whatever nature, including in respect of claims for damages, which may at any time be due or payable by the Exhibitor to the Organisers in connection with the Exhibition.
Obligations of the Exhibitor which are unperformed at termination of the Contract shall continue in force after termination.

12. LIABILITY AND REFUNDS

(PLEASE REVIEW THIS CLAUSE 12 CAREFULLY)
Participation by the Exhibitor in the Exhibition is solely at the Exhibitor's own risk. The Exhibitor agrees to indemnify and hold the Organisers harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of any breach of any of this Contract or the Exhibitor's Manual or any other default or negligence of, or any damage or loss caused by, the Exhibitor and/or any of its Representatives. All exhibits are brought to, displayed at and removed from the Exhibition Centre at the Exhibitor's own risk and shall be safeguarded by the Exhibitor at all times. The Organiser shall not be liable for any losses (including consequential losses), damages, claims, charges or other expenses of any kind suffered or incurred by the Exhibitor or any other person arising in connection with the Exhibition including, without limitation, (a) any theft, fire, (b) use of the Security Room Service, (c) defect in the Exhibition Centre howsoever caused, (d) cancellation or early closure of, or delay in the opening or closing of, the Exhibition for whatever reason outside the control of the Organiser, (e) any matter referred to in paragraph 3 & 4 of these Terms and Conditions, (f) any natural calamity or any act of God, howsoever arising. The Exhibitor shall be liable to any third party for, inter alia, any claims, injury or damage arising from its booths and its portion of the shell scheme.

Subject as below, the Organisers accept no responsibility and shall not incur any liability to the Exhibitor or any other person for (a) any error or omission in any information relating to it, its equipment, products or services in any promotional material, information or thing provided to the Organisers or any other person by the Exhibitor, (b) any error or omission relating to it, its equipment, products or services in the Exhibition's Official Directory or in any promotional material, information or thing produced or commissioned by the Organisers or that Exhibitor, (c) products displayed or sold by any exhibitor at the Exhibition, (d) the Organisers carrying out any of their obligations under this Contract or the Exhibitors' Manual, or (e) any loss or damage or any injury or consequential loss caused by or arising from any of the equipment or computer systems (inclusive of hardware and software) and services provided by the Organisers, by any supplier to the Organisers or by the Exhibition Centre Operator failing or being defective.
In the event that the Organisers postpone, change the venue of, or otherwise make changes to the Exhibition under clause 4:

(a) the Contract shall continue to bind the parties;
(b) the Exhibitor shall not be entitled to any refund of any payments made in respect of the Exhibition Space, and shall remain liable to pay the balance of the Fees, if any; and (c) the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any postponement, change of venue or other change to (including any alteration in character or reduction in scale of) the Exhibition.
In the event that the Organisers cancel or permanently postpone the Exhibition under clause 10:
(a) the Organisers shall refund the Fees paid to the Organisers by the Exhibitor after deducting an administrative fee to cover all costs reasonably incurred by the Organisers in relation to the Exhibition; and
(b) the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any such cancellation of the Exhibition.
The Exhibitor acknowledges that, in light of the Fees, the above provisions of this clause are more than is reasonable to protect the Organisers as organisers of the Exhibition.
Nothing in this clause shall have the effect of limiting or excluding the Organisers' liability for fraud, or for death or personal injury caused by negligence of the Organisers to the extent it cannot be excluded or restricted at law in the relevant jurisdiction, but any liability shall be limited to the minimum liability imposed at law, and not beyond such minimum liability.

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