Dear Exhibitor,

Thank you for your participation in the HKTDC Inno Design Tech Expo 2014.

This Exhibitors' Manual outlines details of the exhibition and will assist you in preparing your participation in the Fair.

Please read through this manual carefully and observe all the rules and deadlines specified on the Order Forms for Additional Facilities and Services. Should you require any further information or assistance, please do not hesitate to contact us or our offices worldwide set out on Section 7.

We wish you every success in the Fair.

Hong Kong Trade Development Council

Remark: Exhibitors' e-mail address will be put onto the HKTDC fair website, you may as a result receive inquiries directly from interested visitors. Website: www.hktdc.com/innodesigntechexpo

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This manual is intended for use by exhibitors only and any other uses are prohibited.

List of Contacts

	٦	<u>Telephone</u>	<u>Facsimile</u>
HKTDC			
Project Manager	Miss Shirley Wong Service Promotion Email: shirley.kl.wong@hktdc.org	(852) 2584 4533	(852) 2270 5842
Project Executive	Miss Elbie Lee Service Promotion Email: elbie.lee@hktdc.org	(852) 2584 4487	(852) 2169 9626
	Miss Losia Ho Service Promotion Email: losia.cc.ho@hktdc.org	(852) 2584 4016	(852) 3746 6113
Custom-built participation Exhibitors Coordinator	Mr. John Ng Exhibition Services Email: john.ng@hktdc.org	(852) 2240 5460	(852) 2169 9114
	Ms. Hillary Lau Operation Team, Creative Dept Email: hillary.hm.lau@hktdc.org	(852) 2584 4243	
Additional Booth Facilities Order, Relocate or Delete	Ms. Heidi Sin Exhibition Services Email: idte.es@hktdc.org /	(852) 2240 5487	(852) 3521 0405/
Standard Booth Facilities	heidi.cy.sin@hktdc.org		(852) 2169 9487
Othorn	٦		
Others Official Air Express	Hongkong Post	(852) 2921 2271	(852) 2541 4868
Preferred Carrier	Cathay Pacific Airways Limited		(852) 2141 5471
Official Mobile Service Provider	Future Power International Limited	(852) 6212 6213	(852) 3169 3399
Official Business Centre Operator	Fuji Xerox (HK) Ltd	(852) 3650 6563	(852) 2505 3762
Official Freight Forwarder	Achieve Freight (HK) Limited	(852) 2396 2518	(852) 3615 6302

Table of Contents

List	of Co	ontacts	1
1. M	love-i	n & Move-out Schedule	4
	1.1	Exhibitors' Access	
	1.1	Over-time Penalty claimed by HKCEC	
	1.2	Over-time Femalty dailined by FIROEO	4
2. G	enera	ıl Information	5
	2.1	Official Fair Name	5
	2.2	Venue	5
	2.3	Organiser	5
	2.4	Supporting Organisations	5
	2.5	Fair Dates & Opening Hours	5
	2.6	Visitors' Admission	5
	2.7	Floor Plan - Hall(s)	6
	2.8	Section Plan of Exhibition Centre	7
	2.9	Location Map of Exhibition Centre (Wanchai Area)	8
	2.10	Location Map of Exhibition Centre (Hong Kong Area)	
3 R	ules à	& Regulations	10
J. IX	3.1	Terms of Application and Exhibition Rules & Regulations	
	3.2	Intellectual Property Rights	
	3.3	Sub-letting	
	3.4	Display Relevant Exhibits	
	3.5	Exhibitor Badges, Contractor Badges & Vehicle Passes	
	3.6	Exhibits	
	3.7	Confidential Questionnaires.	
	3.8	Photographing & Video Shooting	
	3.9	Performance of Music at the Show	
	3.10	Sound Level / Loud Hailers	
	3.10	Distribution of Promotional Materials	
		Use of Booths	. 35 . 35
	3.13	Admission	
	3.14	Insurance	
	3.15	Loss and Theft	
	3.16	Lighting Condition Inside Hall	
	3.17	Bills & Posters	
	3.18	Code of Conduct for participation in HKTDC Trade Fairs	
	3.19	Typhoon Attack & Black Rainstorm Warning Signal	
	3.20	Special Note on National Flag and National Emblem Ordinance and Regional Flag and Regional Emblem Ordinance	
	3.21	Waste Reduction and Recovery Measures	40
	3.22	Caution on Third Party Promotional Offers from Fair Guide/Expo Guide	40
	3.23	Smoke-Free Policy	41
	3.24	Important Points to Note	
		3.24.1 On-Site staff regarding working visa	
		3.24.2 Security Precautions	
		3.24.4 Identity Tags	. 42
		3.24.5 Delivery of Exhibits	
		3.24.7 Removal of Exhibits	

	3.24.9 Canvassing	
	0.2 1.10 Oddia 2010/ 2000 Flanoro	44
	3.24.11 Hire of Security Guards	
	3.24.12 Control of Obscene & Indecent Articles	
	3.24.13 Crowd Control	
4 Dooth I		
	Design and Facilities	
4.1	Standard Booth	
	4.1.1 Booth Decoration	
	4.1.3 Over-time Hall Rental Charges for Move-in/Move-out	
	4.1.4 Water Supply and Drainage	
	4.1.5 Fire Regulation	
	Custom-Built Participation	
	4.2.1 Plans & Design Proposals	
	4.2.3 Insurance	53
	4.2.4 Over-time Hall Rental Charges for Move-in/Move-out	
	4.2.5 Height Limit	
	4.2.7 Electricity	
	4.2.8 Fire Precaution	56
	4.2.9 Reflective Vest	
	4.2.10 Scaffold	
	4.2.12 Waste Reduction and Recovery Measures	
	4.2.13 Construction Industry Safety Training Certificate	59
	4.2.14 All Exhibitors and Contractors must comply with the following requirements	
5 O	· · · · · · · · · · · · · · · · · · ·	60
	es for Exhibitors	
5.1	Official Freight Forwarder	
5.2	Official Air Express Company	
5.3	Official Carrier	63
5.4	Value-for-Money Hotels	64
5.5	Printing Service in Hong Kong	64
5.6	Temporary Staff / Interpreter Agencies (For reference only)	65
5.7	List of Stand Contractors in Hong Kong: (For Custom-built participation Exhibitors' r	eference only)65
5.8	Security Services	66
5.9	Official Mobile Service Provider	66
5.10	Official Business Centre Operator	66
5.11	Stand Cleaning	66
5.12	Public Parking	67
5.13	Security Precautions	67
5.14	Internet Access at the Fair	68
5.15	Free Publicity Arrangement	68
6. Practica	al Tips of Getting Around in Hong Kong	69

1. Move-in & Move-out Schedule

	C	CUSTOM-BUILT STAND	STANDARD BOOTH
Booth Construction	2 Dec 3 Dec	2:00 pm – 12:00 Midnight 8:00 am – 1:00 pm	N/A
Booth Decoration & Move-In Exhibits	3 Dec	1:00 pm – 8:00 pm All booths must be fully decorate	ed by 8:00 pm
Move-Out Exhibits	6 Dec	6:30 pm – 8:00 pm	
Termination of Booth Electricity	4-5 Dec 6 Dec	8:00 pm 7:30 pm	
Booth Dismantling including Additional Lighting	6 Dec	8:00 pm - 12:00 Midnight	N/A

1.1 Exhibitors' Access

- 1. To allow preparation work for exhibitors during fair period, the exhibition halls will be opened for exhibitors at 9am (except for the first day of the exhibition which will be opened at 8:30am). All exhibitors are reminded to wear exhibitors' badges when entering the exhibition hall. No exhibitors under 18 will be admitted.
- 2. All exhibitors are requested to complete a questionnaire on the last day of exhibition.
- 3. Exhibitors must not remove or pack up any of their exhibits from their booth until the exhibition is officially closed at 6:30 p.m. on 6 December 2014. No exhibitor will be allowed to remove any of their exhibits from the exhibition hall before closing time.

1.2 Over-time Penalty claimed by HKCEC

Exhibitors and/or their appointed contractors shall follow the move-in/out schedule. If the exhibitors or their appointed contractors work after 2400hrs on 2, 3 and 6 December 2014, they shall pay to the Organiser the over-time penalty claimed by HKCEC against the Organiser. The rate of the over-time penalty for individual hall is listed on Section 4.2.4

2. General Information

2.1 Official Fair Name

HKTDC Inno Design Tech Expo

2.2 Venue

Hall 1A-C (Trade Hall) and Hall 3D-E (Inspiration Hall) Hong Kong Convention and Exhibition Centre, 1 Expo Drive, Wanchai, Hong Kong, China

2.3 Organiser

Hong Kong Trade Development Council

Service Promotion Department 38th Floor, Office Tower, Convention Plaza 1 Harbour Road, Wan Chai, Hong Kong

Telephone: (852) 2584 4333 Fax: (852) 2824 0249 Email: hktdc.org Web Site: www.hktdc.com

Co-organisers

Hong Kong Design Centre
Hong Kong Science & Technology Parks Corporation

2.4 Supporting Organisations

(To be provided)

2.5 Fair Dates & Opening Hours

4-5 December (Thur - Fri) 9:30 am - 7:00 pm 6 December (Sat) 9:30 am - 6:30 pm

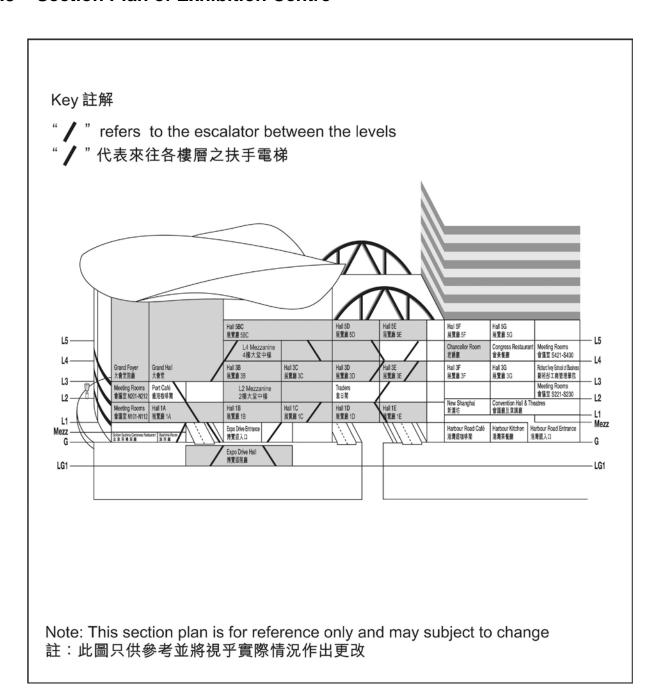
2.6 Visitors' Admission

In Trade Hall, the Expo is open to visitors aged 18 or above with free admission from 4-6 December 2014. Visitors must register at the Exposition and wear the visitor badge during the Exposition.

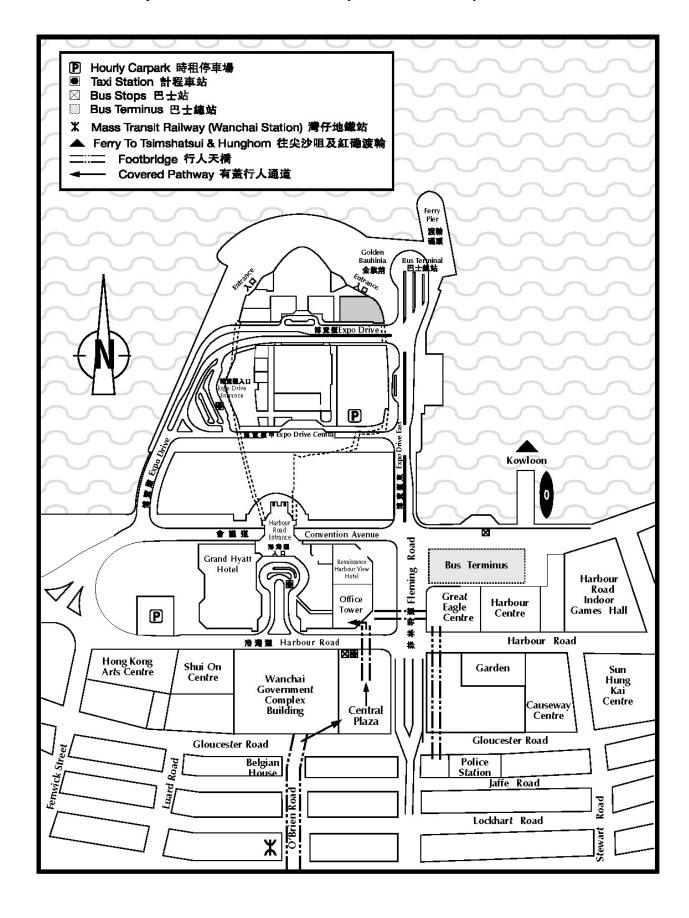
Inspiration Hall is opened to public during the fair period.

Floor Plan - Hall(s)
(TO BE PROVIDED)
formation only, subject to change if necessary
Smoke Curtain Hall 1, 3 For booths located within \pm 500 mm area under the smoke curtain, the maximum allowable height is 3000 mm.

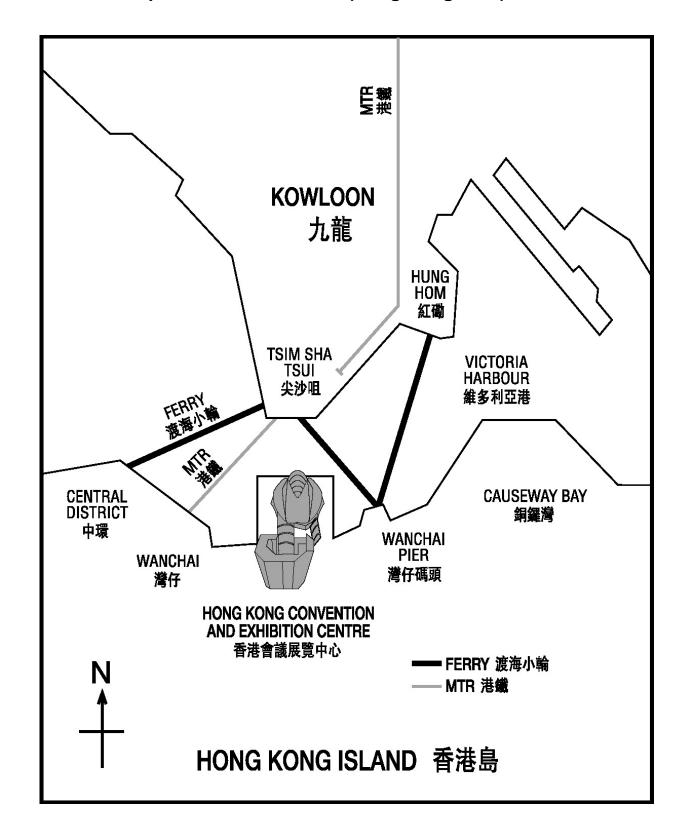
2.8 Section Plan of Exhibition Centre



2.9 Location Map of Exhibition Centre (Wanchai Area)



2.10 Location Map of Exhibition Centre (Hong Kong Area)



Hong Kong Trade Development Council 3. Rules & Regulations

3.1 Terms of Application and Exhibition Rules & Regulations

Definition

1. In these Conditions, save as the context otherwise requires:

"AP/RSE" means a registered architect, a registered structural engineer, or a registered professional surveyor, being an authorized person in the context of the Buildings Ordinance (Chapter 123).

"Application Form" means the form whether electronic submitted via the Exhibitor Online Platform or submitted in hard copy by which the Exhibitor applies to exhibit at the Exhibition.

"Booth Service Fee" means the amount payable by the Exhibitor for the right to participate in the Exhibition and for the use of a Shell Booth or for the right to Custom-Built Participation during the Exhibition.

"Conditions" means these Terms of Application and Exhibition Rules and Regulations as amended from time to time by the Organiser.

"Custom-Built Participation" means the right to construct a custom built Exhibition Stand in the Exhibition Venue for the Exhibition.

"Exhibition" means the exhibition to be organised by the Organiser as specified in the Application Form.

"Exhibition Stand" means a stand including a custom-built stand referred to in clauses 11 to 17 and 20 to 23 of the Conditions.

"Exhibition Venue" means the Hong Kong Convention and Exhibition Centre situated at 1 Expo Drive, Wan Chai, Hong Kong or such other venue designated by the Organiser and notified to the Exhibitor in writing prior to the commencement of the Exhibition.

"Exhibitor" means a sole proprietor, a partnership or a limited company applying to exhibit at the Exhibition or, as the case may be, whose application to exhibit at the Exhibition has been accepted by the Organiser. For the purpose of doubt, "Exhibitor" shall include all employees' representatives and agents of such sole proprietor, partnership or limited company.

"Exhibitor Online Platform" means the online services (if any) provided by the Organiser (as defined below) at www.hktdc.com/hktradefairs, for the Exhibitor to submit its Application Form and, if applicable, manage its participation in the Exhibition, subject always to availability, the consent of the Organiser, and to these Conditions.

"Organiser" means the Hong Kong Trade Development Council, which as promoter and organiser, is responsible for the regulation and control of all aspects of the Exhibition.

"Publicity Material" means the promotional gifts, catalogues, pamphlets and all and any advertising and publicity material whatsoever which an Exhibitor wishes to display, distribute or use at the Exhibition.

"Shell Booth" means a stand referred to in clauses 18 and 19 of the Conditions.

"Stand" means Exhibition Stand and/or Shell Booth.

Eligibility for the Conditions of Participation

- 2.1 The Organiser has the sole and absolute discretion in relation to the admission of Exhibitors. Until an Exhibitor's application made by way of Application Form has been accepted in writing by the Organiser, no rights to exhibit are granted notwithstanding payment or acceptance of the full Booth Service Fee submitted with the application. The Organiser reserves the right to decline any application without giving any reason.
- 2.2 All Exhibitors must be legally registered companies/businesses carrying on business either in Hong Kong or in their country of origin in accordance with applicable laws. The Organiser may require Exhibitors to enclose with their Application Form or payment or otherwise produce at any time a copy of their latest business registration certificate, certificate of incorporation or other company/business registration documents, business cards and/or product catalogues and/or other documents/materials as may be required by the Organiser proving that they are carrying on a bona fide business. Unless otherwise notified by the Organiser in writing, original documents should not be submitted as the Organiser cannot guarantee to return them.
- **2.3** The Exhibitor warrants that the Application Form and all other documents and information submitted to the Organiser in connection with it shall be true, complete, and up-to-date.
- 3. The use of the Exhibition Stand allocated to or custom built by the Exhibitor is strictly for trade promotion purpose only for the duration of the Exhibition. Exhibitor is required to use the area allocated for the Stand in a manner satisfactory to the Organiser both during assembling and installation of Stand as well as at the Exhibition. The Organiser reserves the right to clear all or part of the Stand allocated to or custom built by the Exhibitor at Exhibitor's expense without notice should it not be satisfied with the way the Stand is being used. Save as provided in these Conditions, no Exhibitor shall have any claim for any refund in respect of the Booth Service Fee or any other monies paid.

Payment

- **4.1** Where the Application Form is submitted in hard copy, the appropriate Booth Service Fee, which shall be non-refundable (save as provided in these Conditions), must accompany each application.
- **4.2** For all other application methods including where the Application Form is submitted electronically via the Exhibitor Online Platform, the appropriate Booth Service Fee, which shall be non-refundable (save as provided in these Conditions), must be submitted by the Exhibitor following the application, in accordance with any instructions set out in any request for payment made by the Organiser.
- **4.3** For the avoidance of doubt, neither any acknowledgement of the receipt of the Application Form nor any request for payment made or issued by the Organiser shall by any means constitute acceptance of the Exhibitor's application for the purposes of clause 2.1 above, and the Booth Service Fee stipulated on the Application Form should not be regarded as the final fee payable by the Exhibitor.
- 4.4 The Booth Service Fee and all other monies payable to the Organiser 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 Organiser, 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 Organiser 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 Organiser may include any applicable tax chargeable in accordance with the applicable laws.

- **5.** The Organiser reserves the right to demand additional, non-interest bearing deposit(s) at any time as a guarantee for the cost of actual or potential damage.
- 6. In the event that an application for participating in the Exhibition is not accepted by the Organiser, the Booth Service Fee paid shall be refunded without interest to the applicant within 30 days from the date of notice of rejection of the application.
- 7. If an Exhibitor withdraws, for whatever reason, its application before receipt by it of a rejection of its application or after its application has been approved, the Booth Service Fee paid will be forfeited.

Use of Online Services

- 8. Subject to service availability and the consent of the Organiser, the Exhibitor may use online services provided by the Organiser including via the Exhibitor Online Platform by logging in with a user identification code ('Username') and password ('Password') in accordance with any guidance provided by the Organiser. The Organiser only provides an online platform for Exhibitor to handle its application for and participation in the Exhibition. The Organiser shall in no circumstances be liable to the Exhibitor or any other person for any unauthorised access thereto or for any error, mistakes, delay, loss or omission in transmissions made using the online services or their level of security whatsoever and howsoever occurs.
- **8.1** If the online services are available to the Exhibitor, the Exhibitor may change its Username and Password at any time, but such change shall only be effective if accepted by the Organiser.
- **8.2** The Exhibitor shall in good faith exercise reasonable care and diligence to keep its Username and Password confidential. At no time and under no circumstances shall the Exhibitor disclose its Username and/or Password to any other person.
- **8.3** The Exhibitor shall be responsible in full for any unauthorised disclosure of the Username and/or Password to any other person and shall bear all risks of the same being used by any unauthorised persons or for any unauthorised purposes.
- **8.4** Upon notice or suspicion of the Username or Password being disclosed to or coming into the possession or control of any unauthorised person, or of any unauthorised use of the Organiser's online services being made, the Exhibitor shall notify the Organiser immediately and, until the Organiser's actual receipt of such notification, the Exhibitor shall remain responsible for all and any unauthorised use of the online services.

Stand Allocation

- 9.1 The Organiser has the sole and absolute discretion in allotting the area in the Exhibition Venue for the positioning or construction of Stands and determining the location of such Stands. All decisions to such effect shall be final and no request for change will be entertained.
- 9.2 Any Exhibitor who wishes to use a name on its Stand which is different to that submitted on its Application Form must submit notice of this change to the Organiser in writing at least three months prior to the commencement of the Exhibition together with the following:-
 - (a) documentation (in form and substance satisfactory to the Organiser) 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
 - (b) other documentation (in form and substance satisfactory to the Organiser) to show that the new company name belongs to a wholly-owned subsidiary of the applicant.
- **9.3** If any Exhibitor which having had its application accepted by the Organiser subsequently divides its business between two or more of its existing shareholders, the Organiser shall have the right to offer the right to exhibit as follows:-
 - (a) to the largest shareholder of the original applicant, who can exhibit under its own company name provided that it will be displaying the same category of products as the original applicant; and
 - (b) if the shareholding is divided evenly then the Organiser reserves the rights to terminate the agreement with the original applicant and reallocate the Stand unless the parties can reach an agreement among themselves regarding the transfer of the right to exhibit of which the Organiser is notified at least 3 months prior to the commencement of the Exhibition.
- 10.1 The Exhibitor's right to exhibit at the Exhibition and to use, on a non-exclusive basis, the 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 Organiser in its absolute opinion to have transferred, assigned, sub-contracted, licensed or otherwise howsoever shared its Stand with a third party, will be obliged to immediately withdraw from the Exhibition, dismantle its Stand and remove its exhibits at its own expense.
- **10.2** The Organiser reserves the right to maintain a record of those Exhibitors who have breached clause 10.1 of the Conditions 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 Organiser.
- 10.3 In order to promote, or 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 Organiser for permission at least three 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 Organiser 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. For the avoidance of doubt, the Exhibitor shall be deemed to have breached clause 10.1 of the Conditions 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 Organiser or in violation of any condition so imposed.

- **10.4** The Organiser has the right at its sole and absolute discretion to prevent Exhibitors from having more than one Stand at the Exhibition.
- **10.5** The Organiser has the right at its sole and absolute discretion to prevent two or more Exhibitors with a common ownership or shareholder to attempt to consolidate their Stands or to display the same goods or product range at separate Stands, notwithstanding their application having been accepted.

Stand Construction

11. Stands and exhibits shall not exceed the maximum floor loading limit as follows:

Hong Kong Convention & Exhibition Centre	Maximum floor loading limit
Hall 1ABC, Hall 3BCFG & Hall 5BCFG	1,700 kg/m2
Hall 1DE, Hall 3DE, Hall 5DE	1,250 kg/m
Others	500 kg/m2

- 12. The Organiser reserves the right to alter or remove without notice and at the Exhibitor's expense any Stand which differs from the submitted specification or any Stand that does not conform to the Organiser's required standard, rules and regulations. The Exhibitor shall have no claim against the Organiser or its agents for any extra cost of replacing its Stand to conform to the Organiser's required standard, rules and regulations or for any other losses or damages relating thereto.
- **13.** Exhibitors who have opted for Custom-Built Participation may appoint either the official stand contractor or their own contractor to design and construct their Exhibition Stands, the design of which must be submitted to the Organiser for review as provided in these Conditions.
- 14. Work of any kind carried out at the Exhibition Venue must conform to the current local laws and regulations in force in Hong Kong and those specified by the Organiser. This applies to the Exhibitor, its agents, contractors and subcontractors. The Organiser reserves the right to stop any work which contravenes with any of these laws and regulations and the Exhibitor shall have no claim against the Organiser or its agents for any losses or damages relating thereto.
- **15.** The suspension of Stands or lighting devices from the ceiling structure of the Exhibition Venue will not be permitted. All lighting devices have to be attached onto a lighting truss of no more than 1.0m height, with a minimum of 2.5m and a maximum of 6.0m ground clearance.
- **16.** Fixings to the surface of the floors to secure margin boards and other stand fittings will not be permitted unless prior approval in writing is obtained from the Organiser.
- 17. The removal and disposal of crates and stand fittings or materials are not covered by the Booth Service Fee and are subject to an additional charge based on the charges imposed by the Exhibition Venue or such other sum as the Organiser may reasonably determine.

Shell Booths

- **18.** Shell Booths are provided by the Organiser's official contractor and are of a standard design. No variation of the Shell Booth including but not limited to its fascia board, lettering and fittings, shall be allowed unless prior written approval is given by the Organiser.
- **19.** No decoration, booth fitting or exhibit shall exceed 2.5m in height or the height of the Shell Booth, whichever is lower.

Custom-built Participation

- 20. Custom-Built Participation contractors' information, construction drawings, lighting distribution plan and site work deposit should reach the Organiser for review at least eight weeks before the commencement of the Exhibition. A copy of valid insurance policy should reach the Organiser at least six weeks before the commencement of the Exhibition. Otherwise, a late charge of HK\$2,000 (US\$250) will be charged to the Exhibitor or its appointed contractor. Drawings submitted must be in a reasonable scale of at least 1:100, fully dimensioned and must contain information such as floor plan, stand elevation, electrical fittings, carpeting, colours and materials to be used, moving exhibits, audio-visual equipment, weights and point loading of exhibits.
- 21. No contractor's badge or vehicle pass will be issued for entry of Exhibition Venue and no custom-built stand will be permitted to be constructed at the Exhibition Venue unless the contractors' information, construction drawings, lighting plan, site work deposit (including late charge, if applicable) and a copy of valid insurance policy have been received by the Organiser.
- **22.** All custom-built participation designs, stand materials used and its construction must conform to the rules and regulations of the Exhibition Venue and those of any public authority or department of the Hong Kong SAR Government.
- 23. The transporting, assembling, dismantling and the removing of custom-built stands are the responsibility of the Exhibitor or its appointed contractor. All such work must be carried out according to the arrangements and within the time limits specified in these Conditions or otherwise by the Organiser.
- **24.1** Please note maximum booth height varies between halls and ancillary areas and the Exhibitor is advised to confirm this with the Organiser before commencing any Stand design work. General guide summarized as follows:-

Exhibition Venue	Maximum Booth Height
Hong Kong Convention & Exhibition Centre	2500~5500mmH

24.2 For Stands situated within ±500mm of the smoke curtain at the Hong Kong Convention and Exhibition Centre, please note the maximum allowable Stand height is 2500 or 3000mm depending on the exact location. Again the Exhibitor is advised to confirm this with the Organiser prior to commencing any Stand design work.

- 25.1 A structural safety certificate must be submitted upon completion of work for all custom-built stands exceeding 2500mm in height, using a hanging lighting truss, and/or as otherwise deemed required by the Organiser and/or the Exhibition Venues' operator. The structural safety certificate shall be endorsed by an AP/RSE and should be submitted to the Organiser by 1500 hrs on the last move-in date before the Exhibition, at the latest. If this rule is not observed, the Organiser and/or the Exhibition Venue's operator reserve(s) the rights to prohibit all access to the Stand and/or to modify or dismantle it. Exhibitors must accept full responsibility for the safety of the Stand, as the Construction Sites (Safety) Regulations (Chapter 59I) is applicable.
- 25.2 For Stands and temporary structures at 4500mm in height or above; hanging lighting truss with equipment weighting at 100kg or above; stages at 1500mm in height or above constructed at shows open to the public, design drawings and structural calculations endorsed by an AP/RSE will be required by government authorities as well as the Exhibition Venue's operator. The design drawings and structural calculations should reach the Organiser at least 8 weeks before the commencement of the exhibition for forwarding to relevant parties.
- 26. All Stands should be dismantled and removed together with all other materials and waste by 2400 hrs on the last date of the Exhibition (unless extra move-out arrangements have been agreed with the Organiser). Otherwise, over-time hall rental charges will be imposed until all such items have been cleared.
- **27.** For overseas exhibitors or their appointed overseas contractors who intend to construct/dismantle their own Stands, it is mandatory to comply with the requirements imposed by the Immigration Department of Hong Kong. For further queries, please contact the Hong Kong Immigration Department.
- **28.** For detailed information regarding custom-built stands in the Exhibition Venue, please refer to the Exhibitors' Manual with which all Exhibitors and/or their appointed contractors are required to comply.

Electricity

- **29.** Only electricity can be used as a source of light or power at the Exhibition Venue.
- **30.** All electrical works shall be carried out at Exhibitor's expense by the official contractor appointed by the Organiser. Design plan or proposals for electrical installation must reach the Organiser for review not later than eight weeks before the commencement of the Exhibition. The Organiser may require amendments or variations to be made to the design plan or proposals at its sole and absolute discretion.
- **31.** Electric current will be supplied in 210-230 volt, single phase. Electric current of a higher voltage, (380 volt, three phases), will be supplied subject to prior arrangement with the Organiser. The maximum electric power that will be supplied is 20 KW per 15 square meter of floor area.
- **32.** Electricity, whether from the mains, batteries or generators shall be supplied only through the Exhibition Venue's official contractor.

Use of Stand & Safety

- 33. The Exhibitor shall be solely responsible for the precautionary measures (such as guards or other means of protection) to protect the public from any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by competent persons authorized by the Exhibitor and shall not be left running in the absence of such persons. Display of such working or moving exhibits must be subject to the Organiser's prior written approval.
- **34.** The use of laser products at the Exhibition requires prior approval in writing from the Organiser. Application for approval of such use must be submitted to reach the Organiser not later than two months before the commencement of the Exhibition.
- **35.** No advertising or demonstration at the Exhibition, including the staging of any fashion show, will be allowed at the Exhibition Venue unless the Organiser's advance approval in writing is obtained.
- **36.** Any musical performance, including the use of music recording for fashion show, requires the permission of:
 - (a) The Composers and Authors Society of Hong Kong Ltd., 18/F, Universal Trade Centre, 3 Arbuthnot Road, Central, Hong Kong (Tel: 2846 3268 Fax: 2846 3261);
 - (b) Phonographic Performance (South East Asia) Ltd., Unit A, 18/F, Tower A, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Kowloon (Tel: 2861 4318 Fax: 2866 6869);
 - (c) Hong Kong Recording Industry Alliance Ltd, 22/F Shanghai Industrial Investment Building, 48 62 Hennessy Road, Wanchai, Hong Kong (Tel: 2520 7000 Fax: 2882 6897); and
 - (d) such other relevant bodies which are entitled to grant the relevant permission from time to time.

All fees and expenses in connection with application of musical performance shall be borne by individual Exhibitor concerned.

- **37.1** Publicity Materials of any Exhibitor may only be distributed from the Exhibitor's own Stand. No advertising, demonstration or canvassing for business may be carried out anywhere else within the Exhibition Venue. No exhibits or advertising signs shall be placed outside the confines of the Exhibitor's Stand.
- **37.2** The Exhibitor may only display exhibits and Publicity Material which correspond to the product category zone as stated in the booth confirmation letter of the Exhibition.
- **38.** The Exhibitor shall not hang on, or otherwise adhere to the fascia boards any stickers, posters, hangers or other materials.
- **39.** Gas-filled balloons shall not be permitted at the Exhibition Venue under any circumstances.
- 40. Exhibitor's Stand must be manned by an authorized and competent representative of the Exhibitor at all times during the Exhibition. 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 produce confirmation (in such form as may be reasonably required by the Organiser) that the representative shall comply with these Conditions and with any and all directions which the Organiser or its agents may give before or during the Exhibition.

- 41. Organiser shall be entitled at its sole and absolute discretion to require forthwith to be removed, and to remove, at the Exhibitor's expense, from any Stand or any area allocated for Custom-Built Participation made available to any Exhibitor, any goods, Publicity Material, items or things displayed or placed 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.
- The Exhibitor warrants that the exhibits and packages thereof and the Publicity Material or any other part of the display on the Stand/ Exhibitor's Website/ or Organiser's online or mobile platform do not violate the laws of Hong Kong SAR. 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 Organiser and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any breach of this condition.
- 43.1 The Exhibitor warrants that the exhibits and packages thereof and the Publicity Material or any other part of the display on the Stand 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 Organiser 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 Organiser and/or the latter's agents, representatives, contractors or employees of such third party's rights.
- 43.2 The Exhibitor agrees that it shall comply with any "Exhibitors' Brief on the Protection of Intellectual Property Rights at HKTDC Exhibitions" ("Exhibitors' Brief") that the Organiser may issue from time to time, including abiding by any complaint procedures and penalties stated in the Exhibitors' Brief, whether as a complainant of infringement of intellectual property right or as a party subject to any such complaint. If the Exhibitor fails to abide by any of the terms and conditions of the Exhibitors' Brief, the Organiser shall have the sole and absolute discretion to ban the Exhibitor and any of its parent, associate, affiliated and/or subsidiary companies from any or all future HKTDC exhibitions and / or to further ban any representatives of the Exhibitor in question from entering the venue of the current HKTDC Exhibition in which the Exhibitor is participating.
- 43.3 If a complainant/an Exhibitor ("complainant") files a complaint with the Organiser in accordance with the Exhibitors' Brief and requests the Organiser to take action against an Exhibitor, the complainant agrees to hold the Organiser, its agents, representatives, contractors and employees (including but not limited to their legal advisors) harmless and to fully indemnify each and every one of them against any and all liabilities, losses, costs (including but not limited to legal costs), expenses and damages of any nature whatsoever incurred or suffered by any of them as a result of or however arising from any action that the Organiser, its agents, representatives, contractors or employees (including but not limited to their legal advisors) may take in reliance of or as result of such complaint filed by the complainant, or any other requests, directions or instructions made or given by the complainant pursuant to such complaint. The complainant further agrees not to take any legal action or make any claim or demand against the Organiser, its agents, representative, contractors or employees (including but not limited to their legal advisors) in relation to such complaint and the alleged infringement of intellectual property rights.

- 44. Stand assembling, installation and decoration must be carried out within the time limits specified by the Organiser and must in any case be completed by 6pm on the day immediately preceding the commencement date of the Exhibition. The Organiser reserves the right to assemble, install or decorate any area in the Exhibition Venue allocated for Custom-Built Participation or Stand which is not completed by that time at the Exhibitor's expense.
- **45.** Repairs or alterations to the Stand or displays may only be carried out after the Exhibition is closed to the public and with prior written agreement of the Organiser.
- **46.** No Stand or exhibits shall be dismantled or removed before the official closing time of the Exhibition on the last day of Exhibition unless special permission has been given by the Organiser.
- **47.** All audio-visual equipment must generate a noise level which does not cause any annoyance or inconvenience to other Exhibitors or visitors. The Organiser reserves the right to appoint one or more exclusive audio-visual equipment suppliers whereupon the Exhibitor shall be obliged to hire the equipment of such exclusive suppliers.
- **48.** No Exhibitor shall engage in or permit filming, sound or video recording, telecasting and broadcasting at the Exhibition Venue unless prior written approval is obtained from the Organiser.
- **49.** Public auctions shall not be permitted at the Exhibition Venue under any circumstances.
- 50. Full particulars of all personnel, agents or representatives of the Exhibitor must be submitted to the Organiser for approval and registration before they may be admitted to the Exhibition Venue. All such personnel, agents and representatives of the Exhibitor as are approved by the Organiser ("authorized personnel") will be issued with badges for identification and admission purposes, and such badges are non-transferrable. The Exhibitor must follow the proper procedures prescribed by the Organiser should they need to apply for additional badges for their personnel. The Exhibitor acknowledges that the badges are the property of the Organiser and that the Organiser owns all intellectual property rights in the badges. The Exhibitor hereby undertakes to procure and also warrants that it and all its authorized personnel shall:-
 - (a) only display and use badges officially issued by the Organiser and display their badges conspicuously whilst at the Exhibition Venue;
 - (b) not to make any unauthorized copies of or otherwise reproduce any badge ("Unauthorized Badge"), or make available copies of, use or permit any third party to use any Unauthorized Badges;
 - (c) not pass or transfer their badges to any other person:
 - (d) return their badges to the Organiser at the conclusion of the Exhibition upon demand by the Organiser;
 - (e) comply with all obligations expressed to be imposed by these Conditions on the Exhibitor; and
 - (f) comply with all obligations imposed on them as the condition of approval of their admission to the Exhibition by the Organiser.

Should the Organiser find any unauthorized or inappropriate use of badges by any person, the Organiser shall have the right at its sole and absolute discretion to take any or all of the following actions:-

- (a) immediately confiscate such badges and refuse entry of the Exhibition Venue to such person(s);
- (b) if the Exhibitor then applies for additional badges, charge additional fees for the Organizer to process and issue additional badges for the Exhibitor;
- (c) impose penalty on the Exhibitor as the Organiser may consider appropriate in its sole absolute discretion to impose, including but not limited to immediately terminating the Exhibitor's right to exhibit at the Fair without any compensation to the

- Exhibitor, postponing the Exhibitor's turn to select its booth location for the Fair to be held in the following year, or to ban the Exhibitor from exhibiting at the Fair or any other fairs organised by the Organiser in the future; and/or
- (d) take any further legal actions against the Exhibitor for the unauthorized use or inappropriate use of the badge.

Publicity

- **51.** The Organiser shall arrange and be responsible for all publicity arrangements for the Exhibition both overseas and in Hong Kong and no Exhibitor, or its agents, shall give or cause to be given any interview, public announcement, press statement, or any other publicity whatsoever intended to publicize the Exhibition as a whole.
- **52.** The Exhibitor shall not disclose, appropriate or use and shall prevent its representative at the Exhibition from disclosing, appropriating or using any technical or confidential information regarding the business or affairs of the Organiser or any of the Exhibitors at the Exhibition acquired by way of the Exhibitor's license to exhibit at the Exhibition.

Move-in and Move-out of Stand Materials/Publicity Material & Exhibits

- **53.** Exhibitor shall move in to the Exhibition Venue according to the arrangements and within the time limits specified by the Organiser.
- **54.** The arrangement and payment for transporting goods to and from the Exhibition Venue, and the receiving, decorating and removing its exhibits are entirely the responsibility of the Exhibitor.
- **55.** No trolleys shall be allowed in any carpeted areas of the Exhibition Venue.
- 56. All exhibits, Stand materials/Publicity Material and the like of the Exhibitor shall be removed by the relevant Exhibitor immediately after the closing of the Exhibition according to the arrangements and within the time limits specified by the Organiser. Any exhibits or Stand material/Publicity Materials and the like of the Exhibitor left behind at the Exhibition Venue shall be deemed abandoned and shall be disposed of by the Organiser at the expense of the Exhibitor concerned. All proceeds (if any) of such disposal shall be retained by the Organiser and the Organiser shall not be obliged to account the proceeds to the relevant Exhibitor.
- 57. The Organiser reserves the right to appoint one or more exclusive contractor(s) to handle the movements of all goods and exhibits in and out of the Exhibition Venue, whereupon the Exhibitor shall be obliged to hire the services of such exclusive contractor(s).

Links to Exhibitor's Web Site

- **58.** The Exhibitor's Web site should:
 - (a) be professionally prepared, organised and maintained in a presentable and respectable manner, compatible with the quality image of the Organiser;
 - (b) contain information aimed at promoting trade and business, and should be in compliance with all applicable laws;
 - (c) not be a mail order catalogue for products or services as retail operations are not permitted to function through the access made available on the Organiser's Web site; and
 - (d) not be a database or contain any link to other Web sites.

- 59. The Exhibitor agrees to and welcomes the Organiser's establishment and provision of a hypertext link to the Exhibitor's Web site on the Organiser's Web site for such duration as the Organiser in its sole and absolute discretion deems fit. The Exhibitor agrees that the Organiser shall not be liable for any loss or liability whatsoever arising from or in connection with the Organiser's provision or removal of the hypertext link or any service interruptions of the Organiser's Web site, whether caused by the Organiser or its employees or not.
- **60.** The Exhibitor warrants to the Organiser that its Web site does not contain any of the following:
 - (a) critical, defamatory, libellous, slanderous or derogatory messages, statements or material about other countries, territories, governments, cultures, religions, persons, companies, Organisations, entities, products, services or otherwise;
 - (b) obscene or indecent articles;
 - (c) messages, statements or material which may be considered violent, racist, harmful or otherwise objectionable in nature;
 - (d) any information or material which is deceiving, misleading or likely to cause confusion to site visitors;
 - (e) any information or material which is illegal in the Exhibitor's country, the country its website is hosted in, or Hong Kong.

Exhibitor's Undertakings

- **61.** The Exhibitor hereby undertakes to the Organiser that it shall:
 - (a) take all necessary precautions to ensure that:
 - (i) the information or material contained in the Exhibitors' Web site is at all relevant time accurate, truthful and complete;
 - (ii) the Exhibitor's Web site is virus free and that it shall inform the Organiser immediately of any infection or suspected infection of any part of its Web site by any kind of virus;
 - (b) regularly update its Web site to maintain accuracy and to ensure conformity with the established image and good reputation of the Organiser;
 - (c) inform the Organiser of any changes made to the name of a web page on the Exhibitor's Web site or its home page; and
 - (d) ensure that the contents of its Web site:
 - (i) do not infringe any intellectual property rights or other rights of any third party;
 - (ii) must not at any time violate any laws applicable to the Exhibitor or the Organiser, including but not limited to any Hong Kong law, or any international conventions, codes or regulations applicable to the Internet or its usage, and other applicable laws; and
 - (iii) are not, in the reasonable opinion of the Organiser, unfavourable to the image of the Organiser or otherwise undesirable.
- **62.** Where the Exhibitor is using online services provided by the Organiser and/or has registered for those services by applying for a Username, including via the Exhibitor Online Platform, it shall not allow any person other than those authorised to act on its behalf to use such online services, and it shall not allow any person to use such services for or in connection with any unauthorised or illegal purpose or activity. The Exhibitor shall notify the Organiser as soon as practicable if it becomes aware of any such use.

- **63.** The Organiser reserves the right at any time to bar access to or delete the link between the Organiser's Web site and the Exhibitors' Web site at the Organiser's sole and absolute discretion without notice and without giving any reasons therefor.
- **64.** The Exhibitor irrevocably waives all rights to bring any claim or action against the Organiser for any loss, damage or injury which may arise as a result of the way in which the linked site is depicted or portrayed on or accessible from the Organiser's Web site.
- **65.** The Organiser shall not be responsible for any illegal or unauthorized use of materials from the Exhibitor's Web site or other infringement conducts of any visitors to the Exhibitor's Web site via the link on the Organiser's Web site.
- 66. The Exhibitor undertakes to fully indemnify and at all time to keep indemnified in full the Organiser from and against all losses, liabilities, actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses whatsoever and wherever arising which the Organiser may suffer or incur by reason of or in relation to or otherwise associated with its hypertext link to the Exhibitor's web site.

Exclusion of Liability

- 67. Other than death or personal injury caused by the negligence of the Organiser or its employees, none of the Organiser, its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of any loss, injury or other damages suffered by or caused to the Exhibitor, its agents, representatives, contractors or employees or the products or other property of the Exhibitor or of such parties or of any other Exhibitors or visitors. 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 Organiser shall not be regarded as the negligence of the Organiser or its employees. Any approval granted by the Organiser pursuant to the Conditions shall not constitute any form of endorsement of the subject matter of the approval by the Organiser.
- **68.** The Organiser shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made between the Exhibitor and other parties during or as a result of the Exhibition.
- 69. The Exhibitor undertakes to fully indemnify and at all times hereafter to keep indemnified in full the Organiser, 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 negligence, wilful default or fraud of the Exhibitor in the performance of any agreement hereunder or any breach by the Exhibitor of these Conditions.
- 70. The Organiser 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 insurance which shall include (but not limited to) its displays, exhibits and stands against loss or damage by theft, fire, water, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the Organiser upon request.

- 71. Exhibitors with custom-built stands accept full responsibility for the safety of its booth and shall fully indemnify and at all times hereafter keep indemnified in full the Organiser, 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 stand and damage caused by a custom-built stand to the Exhibition Venue, the other Exhibitors, visitors, the Organiser or any other third parties.
- 72. The Exhibitor shall take out insurance policies to cover itself against all potential liabilities imposed on it in these Conditions as well as possible legal liability for negligence and shall produce such policy of insurance to the Organiser upon request. 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 any property of the Exhibition Venue, the other Exhibitors, visitors, the Organiser or any other third parties. For exhibitors with precious exhibits, they are requested to take out insurance coverage and/or special security service at the exhibitors' expense for overnight storage.
- 73. The Organiser reserves the right to exercise a general lien over any property the Exhibitor has in the Exhibition Venue in respect of all monies due from the Exhibitor to the Organiser (including but not limited to claims for damages) in connection with the Exhibition.
- **74.** The Exhibitor hereby agrees that the maximum liability of the Organiser under these Conditions shall not exceed the fee actually received by the Organiser from the Exhibitor.

Waiver

75. The waiver by the Organiser of any of these Conditions shall not prevent the subsequent enforcement of these Conditions and shall not be deemed to act as a waiver in respect of any subsequent breach.

Termination of Right to Exhibit

- **76.** The Organiser shall have the right to terminate without notice an Exhibitor's right to exhibit in the Exhibition and in any other exhibition or trade fair organised by the Organiser and to close the Stand immediately at the Exhibitor's expense in any of the following circumstances:
 - (a) if an Exhibitor or any of its representatives commits a breach of any of the Conditions or any additional rules and regulations introduced in accordance with clause 84 of the Conditions; or
 - (b) if an Exhibitor, being a body corporate, enters into a liquidation 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 an Exhibitor being a sole proprietorship or partnership becomes, or one of its members becomes bankrupt or insolvent or enters into any arrangements with its creditors or takes or suffers any similar action in consequence of debt; or
 - (c) if the Exhibitor conducts any activity which, in the opinion of the Organiser, does not conform to the nature and purpose of the Exhibition, or interferes with the rights of other Exhibitors at the Exhibition; or
 - (d) if the Exhibitor displays prices or sells goods (which in either case does not conform to the nature and purpose of the Exhibition) to private persons or sells goods for immediate delivery in the Exhibition Venue; or
 - (e) if the Stand is not occupied by the Exhibitor 30 minutes before the opening hour (as published in the Exhibitor's Manual produced by the Organiser) on the first

exhibition day of the Exhibition, the Exhibitor shall be deemed to have withdrawn from the Exhibition, and the Organiser shall have the right to use the Stand or area allocated to the Exhibitor for Custom-Built Participation as it deems appropriate. The Booth Service Fee paid will be forfeited as if the Exhibitor had cancelled the participation as of such date; or

- (f) if the Exhibitor's display on its stand incorporates less than 60% of its display area exhibiting the appropriate products corresponding to the product category zone as stated in the booth confirmation letter of the Exhibition or incorporates any product which does not correspond to the product listing as stated in the Application Form of the Exhibition; or
- (g) if the Exhibitor is found to be acting in a discriminatory manner against certain visitors at the Exhibitions; or
- (h) if the Exhibitor is found to have committed any act which, in the opinion of the Organiser, might prejudice or damage the reputation and/or image of Hong Kong, its industries, the fair or the Organiser. Areas of concern include product safety and respect for intellectual property rights (IPR), labour rights, environmental laws etc; or
- (i) if the Exhibitor is accused or convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibition or the Organiser into disrepute; or
- (j) if the Exhibitor is in breach of any applicable local laws, rules or regulations; or
- (k) if the Organiser in its sole and absolute discretion decide that the Exhibitor's right to exhibit shall be terminated.
- 77. In the event that an Exhibitor's right to exhibit in the Exhibition is terminated under clause 76 (a), (b), (c), (d), (e), (f), (g), (h), (i) or (j) of the Conditions, the Exhibitor shall have no claim for refund of any monies paid to the Organiser.
- **78.** The Organiser shall return to the Exhibitor all Booth Service Fees paid in the event of a termination of the Exhibitor's right to exhibit under clause 76 (k) of the Conditions. The Exhibitor shall have no other claims against the Organiser for any of its loss or damages in connection with any such termination.

Postponement and Cancellation of Exhibition

79. The organiser reserves the right to change the date(s) of the Exhibition to other date(s) (including but not limited to postponing to later date(s)) as the Organiser deems fit, or cancel, alter in character or mode, reduce in scale, shorten or extend the duration of the Exhibition at any time without incurring any liability whatsoever to the Exhibitor due to circumstances beyond the Organiser's control including but not limited to acts of God, war, health concerns (such as outbreaks of the Severe Acute Respiratory Syndrome, bird flu or other health threats), fear of terrorist attack, riots, demonstrations, travel restrictions, curfew, epidemic, embargo, civil unrest, legal proceedings, industrial disputes of whatever nature, government regulations, the lack of or refusal to grant any government or third party approvals, permits, consents or licences, major disruption of transport system, system malfunctions or failure of telecommunications or other electronic communications that make it in the opinion of the Organiser impossible or impractical or undesirable for the Organiser to hold the Exhibition as initially planned. The Exhibitor shall have no claim against the Organiser or its agents or representatives, whether for loss or damage, or return of all or part of any money paid by the Exhibitor in respect of any postponement, cancellation, alternation, reduction, shortening or extension made in accordance with this provision.

80. The Organiser reserves the right to change the plan, site character or venue of the Exhibition at any time without giving notice to the Exhibitor. Proportional allowance for use of the Exhibition Venue may be made if deemed appropriate by the Organiser (in its sole and absolute discretion) but it shall not be liable for any further compensation to the Exhibitor.

Disclaimer

- 81. The Organiser has the sole and absolute discretion in relation to the admission of visitors to the Exhibition (including but not limited to determining any admission requirements or procedures). The Exhibitor acknowledges that the Organiser has given no commitment or guarantee as regards the number of visitors to the Exhibition and the results of the Exhibition and agrees that it has no claim against the Organiser or its agents or representatives in this connection.
- **82.** The Exhibitor acknowledges and agrees that the Organiser shall not be responsible for any losses or damages that the Exhibitor's business may suffer and that the Organiser has made no warranties of any kind, express or implied for services to be provided hereunder. The Organiser hereby disclaims any warranty or merchantability or fitness for any particular purpose.
- **83.** The Exhibitor further acknowledges and agrees that the Organiser shall not be responsible for any system malfunctions or failure of telecommunications or other electronic communications at the Exhibition Venue which is beyond the Organiser's control.

Additional Rules & Regulations

- 84. The Organiser reserves the right to interpret, alter and amend any of these Conditions and to issue additional rules and regulations (including but not limited to the exhibitors' manual) at any time it considers necessary for the orderly operation of the Exhibition. The amended Conditions and the additional rules and regulations shall become effective immediately upon posting of the same on our website at www.hktdc.com/hktradefairs. Once the amended Conditions and the additional rules and regulations have been posted on our website at www.hktdc.com/hktradefairs, you will be deemed to have notice of the same and have accepted the amended Conditions and the additional rules and regulations. All interpretations of these Conditions and any additional rules and regulations by the Organiser shall be final and binding on the Exhibitor.
- **85.** The Exhibitor shall abide by the rules and regulations of the Exhibition Venue which are deemed to be integral parts of and incorporated into these Conditions. In the event of conflict between the provisions of such rules and regulations and these Conditions, these Conditions shall prevail. Copies of the rules and regulations of the Exhibition Venue are available from the Organiser on request.
- **86.** The Exhibitor is responsible for all its own costs and charges incurred in entering into and carrying out the agreement governed by these Conditions, including any and all costs associated with communications facilities and access to electronic services.

Notices

87. All notices, agreements, approvals, permissions and the like required by these Conditions to be in writing must be given:

To the Organiser either by electronic mail to idtexpo@hktdc.org; fax to (852) 2824 0249; or post to Hong Kong Trade Development Council, 38/F, Office Tower, Convention Plaza, 1 Harbour Road, Wan Chai, Hong Kong;

To the Exhibitor either by the website at www.hktdc.com/hktradefairs or via the Exhibitor Online Platform or by email, fax or post to the addresses given in the Application Form;

or by such other methods as agreed or as notified by the Organiser from time to time. The Exhibitor consents to the use of electronic records and communications and online processing for all matters connected to these Conditions or their subject matter.

Conflict with Application Form

88. If the provisions of these Conditions conflict with the Application Form, the provisions of these Conditions shall prevail.

Language

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

Governing Law

90. These Conditions shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the Exhibitor irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

3.2 Intellectual Property Rights

The Hong Kong Trade Development Council (HKTDC), the statutory body promoting Hong Kong's international trade, is committed to fostering original design and safeguarding intellectual property rights.

We have on-the-spot procedures at our trade fairs for handling any complaint that a product on display infringes someone else's intellectual property rights. These complimentary procedures are not the only way in which complainants can file complaints. Complainants can also file complaints with Hong Kong Customs and Excise Department and/or the Courts of Hong Kong. These procedures, carried out with our on-call legal advisor, are designed to help establish whether there is a case to answer so that complaints may either be pursued or resolved promptly. Our legal advisors will be on-call during the opening hours of our trade fairs and will attend our office within a reasonable time upon notification by us to handle any complaint filed in accordance with the Exhibitor's Brief. Our aim is as much to protect the rights of individual exhibitors to be promptly cleared of unfounded complaints as it is to uphold their obligation to respect the intellectual property rights of others.

In this respect, the attention of all exhibitors is drawn to Clause 43 of the conditions of participation, setting out rights and obligations of exhibitors at HKTDC exhibitions:

- 43.1 The Exhibitor warrants that the exhibits and packages thereof and the Publicity Material or any other part of the display on the Stand 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 Organiser 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 Organiser and/or the latter's agents, representatives, contractors or employees of such third party's rights.
- 43.2 The Exhibitor agrees that it shall comply with any "Exhibitors' Brief on the Protection of Intellectual Property Rights at HKTDC Exhibitions" ("Exhibitors' Brief") that the Organiser may issue from time to time, including abiding by any complaint procedures and penalties stated in the Exhibitors' Brief, whether as a complainant of infringement of intellectual property right or as a party subject to any such complaint. If the Exhibitor fails or refuses to abide by any of the terms and conditions of the Exhibitors' Brief, the Organiser shall have the sole and absolute discretion to ban the Exhibitor and any of its parent, associate, affiliated and/or subsidiary companies from any or all future HKTDC exhibitions and / or to further ban any representatives of the Exhibitor in question from entering the venue of the current HKTDC Exhibition in which the Exhibitor is participating.
- 43.3 If a complainant/an Exhibitor ("complainant") files a complaint with the Organiser in accordance with the Exhibitors' Brief and requests the Organiser to take action against an Exhibitor, the complainant agrees to hold the Organiser, its agents, representatives, contractors and employees (including but not limited to their legal advisors) harmless and to fully indemnify each and every one of them against any and all liabilities, losses, costs (including but not limited to legal costs), expenses and damages of any nature whatsoever incurred or suffered by any of them as a result of or however arising from any action that the Organiser, its agents, representatives, contractors or employees (including but not limited to their legal advisors) may take in reliance of or as result of such complaint filed by the complainant, or any other requests, directions or instructions made or given by the complainant pursuant to such complaint. The complainant further agrees not to take any legal action or make any claim or demand against the Organiser, its agents, representative, contractors or employees (including but not limited to their legal advisors) in relation to such complaint and the alleged infringement of intellectual property rights.

Procedures

- 1. If you have any complaint involving infringement of your intellectual property rights, this should be reported to the Fair Management Office, where it will be handled by HKTDC Fair Officials and the oncall Fair Legal Advisor engaged by HKTDC (the "Fair Legal Advisor"). The Fair Legal Advisor will be on-call during the opening hours of HKTDC's trade fairs and will attend the HKTDC's office within a reasonable time upon notification by the HKTDC to handle any complaint filed in accordance with the Exhibitor's Brief.
- 2. If you receive a complaint at your booth, you should refer the complainant to the Fair Management Office.
- 3. Both the documents attached to the Exhibitors' Brief and the Fair Legal Advisor will specify the kind of documents and other evidence necessary to support a complaint.
- 4. If the Fair Legal Advisor is satisfied, on the basis of the documents provided, that the complaint's intellectual property rights are valid and have been infringed by the display of the Exhibitors' product or material in dispute at the Fair, a HKTDC Fair Official will visit the booth involved.
- 5. The Fair Legal Advisor will also visit the HKTDC's website (www.hktdc.com) to check whether the product or any material in dispute is displayed on the said website. If so, the HKTDC has the sole and absolute discretion to disable the link or otherwise take down / remove the disputed product or material from the Organizer's website in accordance with the HKTDC's Terms & Conditions for Printed Advertisement & Online Promotion without further notice.
- 6. As Fair Organizer, HKTDC has the power to immediately take at least 3 photographs of the product or any material in dispute.
- 7. The exhibitor will be asked to remove the product or material in dispute immediately from display and not to trade in it for the remainder of the exhibition unless he/she can adduce evidence to show to the satisfaction of the Fair Legal Advisor that he/she has the right to deal in such product or material. He/she will also be required to sign an undertaking immediately to this effect. A copy of the signed undertaking and one copy of the photograph will be given to the complainant and the Exhibitor. A further copy of the signed undertaking together with one copy of the photograph will be retained by the HKTDC for its records.
- 8. If the HKTDC is notified by the Customs and Excise Department that it is investigating possible violation of copyright and/or trademark by an Exhibitor at the Fair, the Exhibitor will be required to immediately remove the product or material which is under investigation for the remainder of the fair.
- 9. If the exhibitor fails or refuses to co-operate with HKTDC under paragraphs 6 and/or 7 and/or 8 above, HKTDC shall have the power, in its sole and absolute discretion, to ban the Exhibitor, or any parent, associate, affiliated and / or subsidiary company, from any or all future HKTDC exhibitions.
- 10. HKTDC staff will visit any booth in respect of which a complaint has been received and accepted by the Fair Legal Advisor, in order to reconfirm that the disputed product or material is no longer on display and is not being traded. If the Exhibitor is found to have breached its undertaking not to display or deal with the product or material in dispute during the remaining period of the Fair, HKTDC shall have the power, at its sole and absolute discretion, to immediately terminate the Exhibitors' right of participation in the Fair in question without any refund of the participation fee already paid by the Exhibitor and to ban the Exhibitor or any parent, associate, affiliated and / or subsidiary company from any or all future HKTDC exhibitions.

Penalties

An exhibitor or any parent, associate, affiliated and / or subsidiary company may, in the sole and absolute discretion of the HKTDC, be banned from any or all future participation in HKTDC exhibitions if :

- a. after HKTDC has received and accepted a complaint against the Exhibitor, the Exhibitor fails or refuses to:
 - allow HKTDC to immediately take 3 photographs of the product or material in dispute;
 - sign an undertaking immediately in favour of HKTDC in a form provided by HKTDC, indicating its decision whether to remove or continue to display the product or material in dispute;

OR

b. if the Exhibitor refuses to remove from display the product or material in dispute and a legal action brought against the Exhibitor in relation to the display of the product or material in dispute is upheld by a Court in Hong Kong, notwithstanding that the Exhibitor has signed an undertaking in favour of HKTDC and allowed HKTDC to take photographs of the product or material in dispute during the Fair;

OR

c. the Exhibitor removes the product or material in dispute immediately from display and signs an undertaking provided by HKTDC not to display or deal with any such item for the rest of the Fair period, but is subsequently found to be in breach of such an undertaking; in which case the HKTDC shall, in addition, be entitled to immediately terminate the Exhibitors' right of participation for the rest of the Fair period without refund of any participation fee already paid by the Exhibitor;

OR

d. there are two or more court rulings from a Court in Hong Kong against the Exhibitor confirming its infringement of intellectual property rights of the complainant(s) during two consecutive fair periods, notwithstanding that the Exhibitor has cooperated with HKTDC during the Fairs by removing the disputed product or material from display;

OR

- e. within two consecutive fair periods there are four or more valid complaints filed against the same exhibitor and which have been accepted by the Fair Legal Advisor:
 - by more than one complainant in respect of different intellectual property rights; or
 - by the same complainant in respect of different products or material items

OR

f. the Exhibitor is accused or convicted of any criminal offence relating to infringement of intellectual property rights or violation of intellectual property-related laws and regulations.

Penalties for intellectual property-related criminal offences

Copyright Ordinance (Chapter 528 the Laws of Hong Kong)

It is a criminal offence to make or deal in articles that infringe copyright. The Copyright Ordinance sets out in detail the different activities that constitute criminal offences. A person who commits such a criminal offence is liable to a fine of HK\$50,000 in respect of each infringing copy and to 4 years' imprisonment or a fine of HK\$500,000 and 8 years' imprisonment depending on the type of infringing activity carried out.

Trade Descriptions Ordinance (Chapter 362 the Laws of Hong Kong)

Under the Trade Descriptions Ordinance, any person who:-

- (i) applies a false trade description to any goods;
- (ii) supplies or offers to supply any goods to which a false trade description is applied; or
- (iii) has in his possession for sale, or for any purpose of trade or manufacture, any goods to which a false trade description is applied commits a criminal offence.

Further, any person who forges any registered trade mark or falsely applies to any goods any trade mark so nearly resembling a registered trade mark as to be calculated to deceive also commits a criminal offence.

Any person who commits such an offence under the Trade Descriptions Ordinance may be liable –

- (a) on conviction on indictment, to a fine of \$500,000 and to imprisonment for 5 years; and
- (b) on summary conviction, to a fine of \$100,000 and to imprisonment for 2 years.

Documents Required as Evidence of Subsistence, Ownership and Infringement of Intellectual Property Rights

A. Copyright

- 1. date and place that the work was first made;
- 2. name of author and name of owner of the work;
- 3. original work or a certified copy of the original work e.g. design drawings, sketches;
- 4. proof of ownership of the work. In the event the author of the works is an employee of the complainant, contract of employment;
- 5. in the event the author of the works is not the complainant nor an employee of the complainant, copyright assignment evidencing assignment of copyright from author to complainant;
- 6. invoice, shipping document or other documents evidencing the date of (i) first sale of the product or article to which the original copyright work relates or (ii) first publication of the relevant copyright work;
- 7. alternatively, an affidavit of the copyright ownership pursuant to Section 121 of the copyright Ordinance.

B. Trade Mark

1. Original or certified copy of a valid Certificate of Registration of Trade Mark in Hong Kong including any renewal certificates or proof of renewal.

C. Registered Design

1. Original or certified copy of a valid Certificate of Registration of Design in Hong Kong including any renewal certificates or proof of renewal.

D. Patent

- 1. Original or certified copy of a valid Certificate of Grant of Patent in Hong Kong including any renewal certificates or proof of renewal.
- 2. A written opinion from the complainant's Hong Kong patent agent or legal advisor that the Hong Kong patent is valid and infringed by the display of the Exhibitor's product or material in dispute during the Fair.

And any other evidence that the Fair Legal Advisor may require depending on the specific facts of the case.

3.3 Sub-letting

Exhibitors are strictly forbidden to sublet or otherwise share the Space to or with any third party. Any exhibitor found to be in breach of this sub-letting prohibition will be asked to immediately remove all illegitimate third party business cards, materials and exhibits (promotional or otherwise) from its Space at its own expenses and will also be banned from taking part in all the HKTDC fairs.

By way of clarification, an Exhibitor is ONLY permitted to:

- (i) promote, distribute or display exhibits, printed matters or graphic materials bearing its name or distribute name cards of its own employee; and
- (ii) allow its own employee to solicit business for itself, at its Space.

An exhibitor may also (i) promote, distribute or display exhibits, printed matters or graphic materials bearing the name of its wholly-owned subsidiary or any third party company having a formal agreement with itself appointing the exhibitor as agent or distributor of that third party company or (ii) allow the employee of such subsidiary or third party company to solicit business for such subsidiary or third party company at its Space. Exhibitors are reminded to obtain prior written permission from the Organiser by applying in writing at least 3 months before the commencement of the Exhibition if exhibitors wish to conduct the said activities for the subsidiary or any such third party company. Exhibitors are required to provide some form of documentation confirming the relationship between the exhibitors and the relevant subsidiary or third party company when submitting your application.

Permission is given entirely at the sole and absolute discretion of the Organiser and the Organiser's decision is final. If the exhibitor is found to be conducting the above activities for its subsidiary or any third party company without having obtained prior written permission from the Organiser, it will be treated as "sub-letting" in contravention of the sub-letting prohibition. Exhibitors are also reminded that any of the above activities can only take place in relation to products which fall into the same product category zone as stated in the booth confirmation letter of the Exhibition.

3.4 Display Relevant Exhibits

Exhibitors are reminded that they may only display exhibits which fall into the product category zone as stated in the booth confirmation letter of the Exhibition. If we find Exhibitors using less than 60% of their display area exhibiting the appropriate product under a designated product category zone, we have the right and will have no hesitation to ask the Exhibitor to immediately relocate and/or terminate its participation in the Exhibition, without any recourse on our part.

3.5 Exhibitor Badges, Contractor Badges & Vehicle Passes

All exhibitors and their staff are strictly requested to display conspicuously the **official name badges** at all times during move-in, move-out and throughout the Fair. Each exhibiting company will be given a certain number of badges subject to their booth size, additional badges have to be applied by returning the **Form 11** (please visit "**Exhibitors**' **Centre**", "**Additional Facilities & Services Order Form**" at www.hktdc.com/innodesigntechexpo for accessing the form) to the Organiser on or before **23 October 2014**. Only badge holder is allowed to enter the exhibition hall. For general safety, exhibitors should pass the badges to their staff only.

Contractor badges are only valid during move-in and move-out, but not valid during the exhibition period.

For entry into the loading dock and cargo lifts, authorised **vehicle passes** issued by **Hong Kong Convention & Exhibition Centre / Hong Kong Trade Development Council** are required. Each exhibitor will be entitled to **one pass**. The pass is for single use and is valid on move-in and move-out dates stipulated on the vehicle passes.

3.6 Exhibits

Under no circumstances will the Organiser be responsible for receiving or storing of any exhibit or stand material. Exhibitors are advised to appoint their staff to look after their own exhibits.

Exhibitors must not remove any of their exhibits on display from the booths until the Fair is officially closed at 6:30 pm on 6 December 2014.

3.7 Confidential Questionnaires

At the completion of the Fair, exhibitors are requested to provide information regarding their participation to the Organiser. The information will not be disclosed to third parties without prior approval of the exhibitors concerned, with the exception of collective figures which may be released without prior consultation. Exhibitors **must** complete questionnaires related to their participation.

The Organiser will collect these completed questionnaires in the afternoon of the last day of the Fair, i.e. **6 December 2014**.

No exhibit is allowed to be taken away from the venue during exhibition. Exhibitors requiring any special assistance are requested to contact the Fair Management Office.

3.8 Photographing & Video Shooting

No photography, filming, sound or video recording, telecasting and broadcasting will be allowed in the fair venue, unless approved by the Organiser in writing in advance.

3.9 Performance of Music at the Show

Any musical performance, including the use of music recording for demonstration or as background music, requires the permission of:

(a) The Composers and Authors Society of Hong Kong Ltd. 18/F., Universal Trade Centre, 3 Arbuthnot Road, Central, Hong Kong Tel: (852) 2846 3268 Fax: (852) 2846 3261 Website: http://www.cash.org.hk/en/home.do

(b) Phonographic Performance (South East Asia) Ltd. (For recorded music only) Unit A, 18/F, Tower A, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Hong Kong

Tel: (852) 2861 4318 Fax: (852) 2866 6869 Website: http://www.ppseal.com/tc/home.html

(c) Hong Kong Recording Industry Alliance Limited (Fro recorded music only) 22/F., Shanghai Industrial Investment Building, 48-62 Hennessy Road, Wanchai, Hong Kong

Tel: 852 2520 7000 Fax: 852 2882 6897 Website: http://www.hkria.com/en/index.aspx

(d) Such other relevant bodies which are entitled to grant the relevant permission from time to time.

Exhibitors who will use music at the fair are required to apply permits from the relevant organisations directly by completing the <u>Forms 14 & 15 (or 16)</u> (please visit "Exhibitors' Centre", "Additional Facilities & Services Order Form" at <u>www.hktdc.com/innodesigntechexpo</u> for accessing the forms) and return them before the Fair.

3.10 Sound Level / Loud Hailers

All audio / audio-visual equipment must generate a noise level which does not cause any annoyance or inconvenience to visitors or other exhibitors. The exhibitor has the responsibility to ensure that the demonstration sound level should not exceed 75 dB (A). The Organiser reserves the right to intervene and stop the demonstration immediately if the sound level causes undue annoyance, inconvenience or disturbances to other exhibitors and visitors. In this case the exhibitor shall not receive a refund or damage compensation from the Organiser. Exhibitors are responsible for supervising the actions of all visitors and employees operating audio / visual equipment located in their exhibit area.

3.11 Distribution of Promotional Materials

Promotional materials such as product catalogues and brochures can only be distributed by the exhibitors within their own booths. No exhibitors are permitted to distribute any publicity materials, souvenirs and the like in public areas of the exhibition venue.

3.12 Use of Booths

All booths must be properly manned, displayed and furnished with exhibits at all times during the Fair. **No retail sales are allowed in the exhibition.**

3.13 Admission

In Trade Hall, the Expo is open to visitors aged 18 or above with free admission from 4-6 December 2014. Visitors must register at the Exposition and wear the visitor badge during the Exposition. Inspiration Hall is opened to public during the fair period.

The Organiser reserves the right to refuse admission to the Fair of any visitors, exhibitors or their agents who are at the absolute discretion of the Organiser regarded as unfit, intoxicated or in anyway likely to create disturbance or discomfort to the Fair, other exhibitors or visitors.

3.14 Insurance

The Organiser undertakes no financial or legal responsibility for any type of risk concerning or affecting the exhibitors/visitors, their personal belongings and exhibits. Exhibitors are therefore responsible for taking out all necessary insurance to cover their exhibits, the stand fittings and fixtures, the venue and other third parties.

For exhibitors with precious exhibits, they are requested to take out **insurance** coverage and/or special security service at the exhibitors' expense for overnight storage. Exhibitors requiring special assistance or advice should contact the Fair Management Office.

3.15 Loss and Theft

All property and goods, including without limitation all Publicity Material brought by Exhibitors into any part of the Exhibition Venue including, without limitation, Stands, Space and Raw Space are brought at the Exhibitor's risk. The Organiser does not guarantee the safety and security of such property or goods and shall not in any way be liable or responsible for any theft, loss or damage thereof. For the avoidance of doubt, the showcases, cabinets and other storage facilities as provided by the Organiser in any part of the Exhibition Venue including, without limitation, Stands, Space and Raw Space are for exhibition purposes only. The Exhibitors are solely responsible for the safety and security of all their property or goods stored in such showcases, cabinets and storage facilities at all times.

3.16 Lighting Condition Inside Hall

In order to facilitate the presentation of lighting product displays, the lights inside the exhibition hall will be dimmed during the fair period.

3.17 Bills & Posters

The Organiser has the right to remove any bills or posters which in the opinion of the Organiser do not conform to the purpose and image of the Fair.

3.18 Code of Conduct for participation in HKTDC Trade Fairs

Hong Kong prides itself as the trade fair capital of Asia-Pacific. We offer both top quality exhibition infrastructure and proven expertise in staging trade event of all kinds. In order to maintain our leading position in organising trade exhibitions and to build up a better image for these events, all exhibitors at HKTDC fairs are requested to abide by the following code of conduct.

Display Area

Exhibitors should confine their display within the prescribed booth area, so as not to jeopardize fire safety.

Packing boxes should be kept in the appropriate storage area.

Manning the Stand

- 1) Exhibitors should keep their stands in an orderly manner.
- 2) Packing boxes should be kept in the appropriate storage area.
- 3) Exhibits should be displayed in a professional manner compatible with the image of the fair.
- 4) Stands must be manned by authorised and competent knowledgeable staff at all times during the exhibition period. Exhibitors should not vacate their stands before the official move-out time on the last exhibition day unless special permission has been given by the Organiser.

General Behaviour

- Exhibitors should always behave in a courteous and business-like manner throughout the exhibition. They must pay due respect to visitors and other exhibitors.
- Exhibitors should welcome all visitors to their stands. Under no circumstance should they act in a discriminatory way or prevent certain visitors from approaching their stands.
- 3) Exhibitor badges are not transferable and should be worn or put on conspicuously at all times for security reasons.

Right to Privacy

Exhibitors are expected to respect the right of all other exhibitors. They are prohibited from entering other exhibitors' booths unless they are being invited.

Food & Beverages

According to the regulations of the Hong Kong Convention and Exhibition Centre, outside food and beverages are not allowed to be taken into the exhibition venue. Exhibitors may have food and drinks at the Cafeteria inside the exhibition Halls or at the restaurants.

In order to maintain a clear and tidy exhibition area, consumption of food is not recommended in the booth. Exhibitors and their staff may make use of certain specified rooms within the Exhibition Halls for consumption of their food.

Protection of Intellectual Property Rights

All exhibits and the packages thereof, publicity material or any other part of the display on the Exhibitor's Stand must not violate or infringe any intellectual property rights including but not limited to trade marks, copyright, designs, names and patents, whether registered or otherwise. Exhibitors are required to comply with the rules and complaint procedures as set out in the "Exhibitors' Brief on the Protection of Intellectual Property Rights at HKTDC Exhibitions" as issued by the Organiser.

3.19 Typhoon Attack & Black Rainstorm Warning Signal

All exhibitors are requested to note the emergency measures under the following situations. The measures will be implemented should there be a Tropical Cyclone (commonly known as "typhoon") or Black Rainstorm Warning Signal during the HKTDC Inno Design Tech Expo.

A. Special Arrangements for Tropical Cyclone Warning Signal

I. <u>During Move-in, Move-out</u>

1. If a Pre-No. 8 Special Announcement, or Tropical Cyclone Warning Signal No. 8 (or above) is issued during the move-in and/or move-out period, the move-in and move-out procedure will continue if situation allows.

II. Prior to Opening Hours

- If a Pre-No. 8 Special Announcement is <u>issued before 8:30am</u>, the fair will remain <u>closed</u>. In the rare situation when a Tropical Cyclone Warning Signal No. 8 (or above) is issued before 8:30am without a Pre-No. 8 (or above) Special Announcement, the same arrangement will apply.
- 2. If a Tropical Cyclone Warning Signal No. 8 is <u>cancelled at or before 2:00pm</u>, the fair will re-open to the visitors <u>two hours after</u> the Tropical Cyclone Warning Signal No. 8 is cancelled. Exhibitors will be allowed to enter the fairground for preparation <u>one hour after</u> the Tropical Cyclone Warning Signal No. 8 is cancelled if situation allows. Exhibitors are reminded to return to their booths before the fair re-opens to the public.
- 3. The fair, however, will remain closed if the Tropical Cyclone Warning Signal No. 8 is **cancelled after 2:00pm**.

III. During Opening Hours

- 1. Once the Hong Kong Observatory issues a Pre-No. 8 Special Announcement, giving advance notice to the public that a Tropical Cyclone Warning Signal No. 8 will be issued during the fair's opening hours, the fair will close in two hours. The Organiser will broadcast such notice to exhibitors and visitors at once. Exhibitors and visitors will be requested to leave the exhibition venue as soon as possible.
- 2. In the rare situation when a Tropical Cyclone Warning Signal No. 8 (or above) is issued without a Pre-No. 8 (or above) Special Announcement, the fair will close immediately. The Organiser will broadcast such notice to exhibitors and visitors at once. Exhibitors and visitors will be requested to leave the exhibition venue immediately.

B. Special Arrangements for Black Rainstorm Warning Signal

I. <u>During Move-in, Move-out</u>

 If a Black Rainstorm Warning Signal is issued during the move-in and/or move-out period, the move-in and move-out procedure will continue if situation allows.

II. Prior to Opening Hours

- 1. If a Black Rainstorm Warning Signal is **issued before 8:30am**, the fair will remain **closed**.
- 2. If a Black Rainstorm Warning Signal is <u>cancelled at or before 2:00pm</u>, the fair will re-open to the visitors <u>two hours after</u> the Black Rainstorm Warning Signal is cancelled. Exhibitors will be allowed to enter the fairground for preparation <u>one hour after</u> the Black Rainstorm Warning Signal is cancelled if situation allows. Exhibitors are reminded to return to their booths before the fair re-opens to the public.
- 3. The fair, however, will remain closed if Black Rainstorm Warning Signal is cancelled after 2:00pm.

III. During Opening Hours

1. If a Black Rainstorm Warning Signal is issued during the fair's opening hours, the fair will **remain open**. Exhibitors and visitors onsite will be encouraged to stay in the exhibition venue for their own safety.

C. Other Issues

- The Organiser will make an announcement on the above special arrangements through the fair website and the mass media, including radio and television stations. Exhibitors may call the HKTDC customer service hotline, at (852) 1830668, should they have any question concerning the above arrangements.
- Implementation of the above special arrangements may be adjusted at the time, depending on the actual conditions. The Organiser will announce the changes, if any, as soon as possible.

3.20 Special Note on National Flag and National Emblem Ordinance and Regional Flag and Regional Emblem Ordinance

From 1 July 1997, The Hong Kong Special Administrative Region (HKSAR) has been established. All commercial activities, including the HKTDC fairs, have to operate within the parameters of the legal framework. According to the Conditions of Participation, all exhibitors are required to observe the Hong Kong laws in force when conducting business at the fairground.

Your attention is drawn to some sections of some of the HKSAR ordinances which came into operation on 1 July 1997, which state:-

National Flag and National Emblem Ordinance (Ordinance No. 116 of 1997)

Section 4 Damaged national flag and national emblem not to be used

A national flag or a national emblem which is damaged, defiled, faded or substandard must not be displayed or used.

Section 5 Manufacture of national flag and national emblem regulated

3. ... The display or use of the national emblem in unusual dimensions is subject to the prior approval of the Central People's Government.

Section 6 Prohibition on certain uses of national flag and national emblem

- 1. The national flag or its design must not be displayed or used in -
 - a. trademarks or advertisements;
 - b. private funeral activities; or
 - c. other occasions on which or places at which the display or use of the national flag or its design is restricted or prohibited under a stipulation made by the Chief Executive.
- 2. The national emblem or its design must not be displayed or used in -
 - a. trademarks or advertisements;
 - b. furnishings or ornaments in everyday life;
 - c. private activities of celebration or condolence; or
 - d. other occasions on which or places at which the display or use of the national emblem or its design is restricted or prohibited under a stipulation made by the Chief Executive.
- 3. A person who without lawful authority or reasonable excuse displays or uses the national flag, national emblem or the design of the national flag or of the national emblem contrary to subsection (1) or (2) commits an offence.

Section 7 Protection of national flag and national emblem

A person who desecrated the national flag or national emblem by publicly and wilfully burning, mutilating, scrawling on, defiling or trampling on it commits an offence.

Section 8 Copy of national flag or national emblem

A copy of the national flag or national emblem that is not an exact copy but that so closely resembles the national flag or national emblem as to lead to the belief that the copy in question is the national flag or national emblem is taken to be the national flag or national emblem for the purposes of this Ordinance.

Regional Flag and Regional Emblem Ordinance (Ordinance No. 117 of 1997)

Similar provisions in relation to the regional flag and regional emblem are continued in:

- Section 4 Damaged regional flag and regional emblem not to be used
- Section 6 Prohibition on certain uses of the regional flag and regional emblem
- Section 7 Protection of the regional flag and regional emblem
- Section 8 Copy of the regional flag or the regional emblem

3.21 Waste Reduction and Recovery Measures

To protect our environment, the following guidelines on Waste Reduction and Recovery are recommended:

Waste Avoidance and Minimization

a. Setting up of exhibition booth

Use re-erectable booth to reduce the amount of waste generated

b. <u>Selection of decoration material</u>

Use environmentally-friendly materials (e.g. recycled materials).

- c. <u>Production of publicity materials</u>
 - · Print publicity materials on recycled paper.
 - Minimize the number of publicity materials printed.
- d. Distribution of bags

When distribution of bags is necessary, use re-usable bags or bio-degradable bags instead of plastic bags.

Waste Reuse and Recycling

a. Reuse

Collect unused publicity items, decoration materials, admission badge holders etc for reuse or recycling.

b. Recycling

Put recyclable materials including waste paper, plastic bottles and aluminium cans into the waste separation bins provided by the event organiser.

3.22 Caution on Third Party Promotional Offers from Fair Guide/Expo

It has come to the Organiser's attention that Fair Guide (owned by Construct Data), Expo Guide (owned by Commercial Online Manuals S de RL de CV ("Commercial Online Manuals") and Event Fair - The Exhibitors Index have sent invitations to exhibitors inviting them to update or correct their data with their fair directories. The Organiser would like to stress that neither the Fair Guide, the Expo Guide nor the Event Fair has any connection with the Organiser or any of our fairs.

UFI, an international organization which represents the interests of the exhibition industry worldwide has been warning the exhibition industry to be vigilant against Fair Guide, Expo Guide, Construct Data, Commercial Online Manuals and other similar guides and organisations. UFI has also reported that debt collection agencies work in partnership with these guides to intimidate exhibitors for payment. The practice of Construct Data has been considered as unconscionable and misleading by the Austrian Protective Association. Recent information suggests that Construct Data has shifted its operation from Austria to Mexico and/or Slovakia.

It should be noted that the contents and wording of Fair Guide's and Expo Guide's letter and order form are virtually identical. It is possible that Construct Data and Commercial Online Manuals are related companies or are in some way connected. You should therefore exercise due diligence and care when being approached for such invitations so as to avoid possible unwarranted and/or unnecessary financial commitments. In order to protect your own interests, you are urged to read the contracts (including the small print) and attachments carefully, as well as seeking legal advice, before signing any such documents.

The Organiser do not recommend that you sign any materials that you receive from Construct Data, Commercial Online Manuals and/or and Event Fair. If you have

mistakenly entered into contract with Construct Data, Commercial Online Manuals and/or and Event Fair, you should notify Construct Data, Commercial Online Manuals and/or and Event Fair in writing and inform them that you dispute the validity of the contract on the basis of mistake and/or misrepresentation. You should take legal advice as to how to respond to any demands for payment that you might receive.

For more information about UFI's action against Fair Guide, Expo Guide, Construct Data,
please visit http://www.ufi.org/Public/Default.aspx?Clef_SITESMAPS=142&Clef_SITESMAPS=161

3.23 Smoke-Free Policy

Health and Comfort Come First at Smoke-Free HKCEC

From 1 January 2006, the Hong Kong Convention and Exhibition Centre has become a smoke-free venue. This is in line with best international practices and the wishes of visitors and event participants. It also reflects the venue manager's commitment to providing a comfortable, health-conscious environment at this world-class facility.

3.24 Important Points to Note

3.24.1 On-Site staff regarding working visa

During the Expo (including move-in and move-out days), exhibitors who would like to appoint non-HK residents to work at the booths, please note the Hong Kong Immigration Regulations.

Under the Hong Kong Immigration Regulations, permission given to a person to land in Hong Kong as a visitor shall be subject to the conditions of stay that he shall not take any employment whether paid or unpaid; establish or join in any business; and become a student at a school, university or other educational institution.

Under the existing Immigration policy of Hong Kong, a foreign national who wishes to come to Hong Kong to take up residence for employment, training, study at a school, join in any business or join any Hong Kong resident as his/her dependant should apply for an appropriate visa before entry. Application for change of status after arrival as a visitor will normally not be considered.

Non-HK resident exhibitors who would conduct retailing activities during at the booths, please apply for the appropriate visa. For any question, please contact the Immigration Department. [Tel: (852) 2829-3194, Fax: (852) 2136-6334, Website: http://www.immd.gov.hk/ehtml/id(e)936.htm or email: enquiry@immd.gov.hk]

3.24.2 Security Precautions

The Organiser is responsible for the general security of the entire venue and will take all necessary measures to safeguard the property of the exhibitors. However, it is not possible to solely rely on the Organiser's efforts to prevent crime. To prevent loss of items stored or displayed *within the confines of an exhibitor's booth*, exhibitors are required to observe and follow the following guidelines strictly:

3.24.3 Manning of Booth

Please ensure that your stand is manned **at all times** by alert staff. Never leave property unattended, even for a few seconds. Shoplifters come in many guises and you have to be on your guard at all times. They work in many ways but most of the time relies on working quickly using a moment's inattention to allow them to slip something into their pocket or open bag.

The biggest deterrent to shoplifters is simply being seen. Alert staff is a big help. Brief your duty staff on the importance of security precautions and make sure that they have view of the whole stand and that there are no blind spots.

3.24.4 Identity Tags

Where possible all items on sale and on display should carry a tag showing the price and the name of your company. This way there can be no argument about how much the item costs and which booth it came from.

3.24.5 Delivery of Exhibits

Exhibits should not be sent to the venue until the stands are readily constructed. Exhibitors should arrange for a representative to be at the stand to receive goods as the Organiser will not accept or sign for any goods, exhibits or other materials on behalf of any exhibitors.

3.24.6 Demonstration of Exhibits

Exhibitors wishing to carry out demonstrations of any kind must ensure that their practices will in no way constitute fire or safety hazards or interfere with the activities of visitors or other exhibitors. The Organiser reserves the right to terminate or curtail any practice which it considers to be detrimental to the exhibition.

3.24.7 Removal of Exhibits

Removal of exhibits may commence only after 6:30 pm on 6 December 2014. Exhibitors, their agents or contractors are responsible for the complete removal from the Hong Kong Convention and Exhibition Centre and outside areas of all goods, and materials used by them, together with all rubbish. The Organiser is not liable for any loss or damage of the exhibits or stand materials left behind at the exhibition venue. All such materials shall be deemed abandoned and shall be disposed of by the Organiser at the expense of the exhibitor concerned. All proceeds (if any) of such disposal shall be retained by the Organiser.

3.24.8 Decoration of Booth

No stickers, poster hangers or other materials will be allowed to hang on fascia. The Organiser reserves the right to remove any exhibits or publicity materials at the exhibitor's expenses which are considered not conforming to the standard and set-out of the exhibitor or do **not** fall within the exhibit description of the exhibition.

3.24.9 Canvassing

- (i) Publicizing before or during the fair the sale of a limited quantity special edition at the fairground without obtaining prior approval from the Organiser is strictly prohibited.
- (ii) Canvassing in any form outside exhibitors' stand area is strictly forbidden. Any exhibitor found canvassing in aisles or other common areas will be liable to expulsion from the exhibition.
- (iii) The Organiser will terminate the Exhibitor's participation if the Exhibitor conduct activity which in the opinion of the organiser interfere with the rights of other exhibitors at the fair.

3.24.10 Sound Level/Loud Hailers

All audio-visual equipment must be sited and be kept at the absolute minimum level so as not to cause any inconvenience to other exhibitors or visitors. The Organiser will take steps to ensure that the demonstration sound level of loud speakers should not exceed 75 dB (A) at the boundaries of your display sound level. The Organiser reserves the right to intervene if the sound level causes undue disturbances to other exhibitors and visitors. Demonstration of Exhibits found to be objectionable due to noise level will be closed down on the third warning and the Exhibitor shall not receive a refund or damage compensation from the Organiser. Exhibitors are responsible for supervising the actions of all visitors and employees operating audio/visual equipment located in their exhibit area.

3.24.11 Hire of Security Guards

The Organiser will deploy adequate security guards to patrol the exhibition hall during the opening hours. You may hire additional security guards to guard your own stand if considered necessary. All security guards *must* be hired through the Hong Kong Convention and Exhibition Centre (Tel: (852) 2582 7192). Exhibitors requiring such service should contact the Hong Kong Convention and Exhibition Centre directly.

3.24.12 Control of Obscene & Indecent Articles

All exhibitors are only allowed to display/show/offer for sale/sell CLASS I ARTICLES under the Control of Obscene & Indecent Articles Ordinance (Cap.390 of the laws of Hong Kong) at the Fair. Under the Control of Obscene & Indecent Articles Ordinance, CLASS I ARTICLES consist of or contain materials that are neither obscene nor indecent (including any material that is violent, depraved and/or repulsive). If any exhibitor is found to be displaying/showing/offering for sale/selling any Non-CLASS I ARTICLES during the exhibition, the Organiser has the right to terminate the exhibitor's participation at once without compensation. If necessary, the HKTDC will invite Film, Newspaper and Article Administration representatives to conduct inspections in the exhibition halls and enforce the Ordinance at the Fair. For enquiries about the Ordinance, please consult OFNAA [Email: naa@ofnaa.gov.hk or Tel: (852) 2676 7676]. Exhibitors should submit to the Obscene Articles Tribunal (the "Tribunal") articles concerned for classification purposes before the Fair starts. A prescribed fee must be paid to the Tribunal by the exhibitors for any request to classify such articles. For enquiries on the relevant procedures, fees and other details, exhibitors may consult the Tribunal at (852) 2886 6807. The Organiser may require exhibitor, before, or during the exhibition period of the Fair, to show the relevant books, information, and/or Tribunal Classification decision, where the Organiser has doubts against articles of the exhibitor.

3.24.13 Crowd Control

- To safeguard the interests of all relevant parties and to ensure the orderly flow of visitors at the Exhibition Venue, in the event that an Exhibitor wishes to conduct any activities or events of a promotional or marketing nature or otherwise in or around its booth or anywhere within the Exhibition Venue which is likely to attract a gathering of substantial number of people ("Event"), an exhibitor must at least one month prior to the opening of the Exhibition, submit an application to the Organiser in writing with full details of any such proposed Event to be undertaken by or on behalf of the Exhibitor within the Exhibition Venue. Particulars to be provided for the application include but are not limited to the full and detailed particulars of the proposed date and time of the Event, the proposed participants (e.g. any special guests, celebrities, etc), the nature of the Event, the related products or services that will be offered, the estimated size of crowd, the proposed measures/arrangements for event management and crowd control that the Exhibitor plans to deploy for such Event, and any other/further information as may be requested by the Organiser.
- (ii) An Exhibitor is required to obtain the Organiser's written approval before publicizing and conducting any such Event, and to comply with any additional terms and conditions as the Organiser may think fit to impose, including but not limited to any additional terms and conditions relating to the relevant measures for crowd control, event management, venue arrangement, etc.
- (iii) An Exhibitor should ensure appropriate arrangements for crowd control and event management are implemented for the Event, including but not limited to hiring and deploying sufficient staff and security guards to conduct and manage the Event, to maintain crowd control, to deal with any unexpected build-up of crowd, to ensure the orderly flow of visitors during the Event, and to ensure that the Event will not cause any inconvenience to any visitors and/or any other Exhibitors participating at the Exhibition. The Exhibitor acknowledges and agrees that it is responsible for implementing the appropriate measures for crowd control and management of its Event, and further agrees and undertakes that it, its employee, agent, representatives and contractors, will fully and promptly co-operate with the Organiser to deal with any crowd control or other issues that may arise during the Event.
- (iv) The Organiser fully reserves the right, at its sole discretion and without any compensation to the Exhibitor, to terminate any Event or relocate the Event to be conducted at another designated location if, for example, but without limitation, the Organiser considers that the continued conduct of the Event in question has or is likely to raise concerns as regards the safety of any visitors, Exhibitors, and/or any other persons at the Exhibition Venue, or is otherwise detrimental to the Exhibition.
- (v) The Organiser reserves the right at any time to ban any unauthorized event without compensation to the Exhibitor. Any such Event undertaken without the Organiser's prior written approval or in any way in contravention of any applicable terms and condition may at any time be banned by the Organiser.
- (vi) If the Exhibitor wishes to invite the appearance of movie stars, TV stars, singers, celebrities or other public figures for any supporting activity or Event, this must be arranged through the Organiser by renting a specified venue and the Exhibitor must deploy enough security force to control the

unexpected crowd. At all material times, the Exhibitor is required to comply with all the applicable terms and conditions that are imposed for the relevant Event. For application details, please contact the Organiser.

(vii) The Exhibitor undertakes and agrees to fully indemnify the Organiser and its agents, representatives, contractors and employees from and against all losses, liabilities, actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses which the Organiser may suffer or incur by reason of or in relation to or otherwise arising from the Event, any breach of this clause and/or any applicable terms and conditions imposed for the Event, or any acts or omissions by the Exhibitor or its employees, agents, representatives or contractors.

3.24.14 Copyright on Simplified Chinese Publications

Exhibitors must ensure and warrant that all articles displayed during the Fair do not in any way whatsoever violate or infringe any third party's rights including all intellectual property rights. For the avoidance of doubt, Exhibitors must ensure and warrant that if any articles displayed which were lawfully made in the country or area where they were made have been imported into Hong Kong ("parallel imported goods"), the making of such parallel imported goods in Hong Kong would not have constituted an infringement of copyright or a breach of any exclusive license agreement. For example, if the making and/or distribution in Hong Kong of any parallel imported publications in simplified Chinese characters amount to an infringement of copyright or constitute a breach of any exclusive license such Hong publications agreement in Kong, must displayed/shown/offered for sale/sold at the Fair.

4. Booth Design and Facilities

Please visit "For Exhibitor", "Additional Facilities & Services Order Form" at www.hktdc.com/innodesigntechexpo for accessing Form 1~6 mentioned under this section.

These terms and conditions are in addition to, and supplement, the Rules and Regulations in [Section 3]. Without limitation paragraphs 66 - 72 of the Rules and Regulations shall apply in relation to all works undertaken in accordance with this Section 4.

4.1 Standard Booth

All shell booths will be designed, erected and decorated by the Organiser. Facilities including partitions, company fascia, table, chairs, display shelves, cabinets, spotlights and carpet will be provided. The Organiser reserves the rights to make changes on the facilities provided at any time before the commencement of the Fair. Main switch and distribution board may be required to be installed within booth area at the organiser's discretion.

Fascia Board with company name will be provided for free. Exact wording of the company name (In English) provided in your application form will be used for its fascia board. An Exhibitor occupying a booth at the corner/peninsular/island site has a choice to close its open side(s) with panels before the specified deadline. Any corner/peninsula/island location surcharge applicable will not be waived under such circumstances.

Exhibitors are not allowed to make any alterations to the structure of the booths or remove any integral parts from the booths on their own. Exhibitors requiring extra assistance to relocate or delete standard facilities should submit their request by submitting the <u>Forms 3 and 5</u> (Additional/Modification of standard facilities) to the Organiser no later than <u>23 Oct</u> 2014.

<u>Deletions</u> of standard items are free of charge if the Organiser is notified no later than the deadline of **23 Oct 2014** only.

Shell Booth Exhibitors and their appointed contractors must adhere to the following requirements:

- All Exhibitors using a Shell Booth can only decorate the interior of their booth area. No additional booth fitting, structure, lighting, display, decoration items or exhibits can be attached, by any means, to the aluminum profile or structure or panels of the Shell Booth. Any drilling/nailing to the Shell Booth panels and shelves is strictly prohibited.
- 2) The Exhibitor shall be liable to pay to the Organiser any loss or damage suffered by failing to comply with paragraph 1, including the costs of restating and resetting up the Shell Booth in compliance with the requirements.
- The use of adhesives and glues to the Shell Booth panels and shelves is strictly prohibited. Any stickers, graphics or any kind of fixtures applied to the Shell Booth must be removed at the end of the fair. The Organiser reserves the right to claim the cleaning and damage cost from the corresponding exhibitor if stickers are not fully removed.

- 4) All structures, decoration materials, exhibits, stand materials and the like must be completely removed immediately after the closing of the Exhibition according to arrangements and within the time limits specified by the Organiser. Any materials left behind at the Exhibition Venue shall be deemed abandoned. The Organiser reserves the right to claim any waste disposal cost from the corresponding exhibitor due to their negligence.
- 5) No items could exceed a height of 2500mm or extend beyond the boundaries of the booth allocated. These include, but are not limited to, fittings, exhibits, and company names, advertising material logos, inflatables brought along by the Exhibitor.
- 6) The fascia panel and its fixing structure must not be removed.
- 7) If any booth with fittings differs from the approved specifications or does not conform to the Organiser's rules and regulations, the Organiser reserves the rights to alter or remove the fittings without prior notice at the Exhibitor's own expense.
- 8) All built-in structures including the lighting fixtures within the Shell Booth must not be removed without the prior approval from the Organiser.
- 9) Installation of electrical equipment, including lighting fixtures, must strictly adhere to the Electricity (Wiring) Regulations of Hong Kong Electricity Ordinance (Chapter 406E). Exhibitors are prohibited to install any sub-standard fittings or wirings.
- 10) All lighting fixtures must not be altered or tampered with; if necessary, the work should be done by a locally qualified electrician.
- 11) If Contractor needs extra electricity, they should order from Official Contractor and pay for extra cost. Any illegal or inadequate electricity wiring or connection will be removed without prior notice or at the Organiser's option the Organiser may impose a surcharge determined by it.
- All the Shell Booth structures, lighting fixtures and furniture items are property of the Organiser. The movable or furniture items must be kept within the booth area and in their original place for complete hand-over of the booth to the Organiser when the fair ends. The Organiser reserves the right to claim the Exhibitor for any missing or damaged items.

- 13) The Exhibitor shall fully indemnify the Organiser, 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:
 - the Exhibitor's failure to comply with the requirements relating to Shell Booth set out above and/or other rules and regulations relating to constructing and use of booths:
 - 2) any loss or damage arising from Exhibitor's decoration of the interior of their booth areas (whether or not in adherence to the requirements);
 - 3) any death or personal injury suffered by a third party attributable to use or decoration by the Exhibitor of their booth and/or suffered in their booth area;
 - loss or damage, including death or personal injury, caused by the negligence or wilful default of the Exhibitor or failure to comply with the rules and regulations of the Organiser;
 - 5) loss or damage caused by the Exhibitor or the Exhibitor's contractors, to the Organiser, other exhibitors or visitors arising from the decoration and/or fitting out of the Exhibitor's Shell Booth, or work undertaken for handover to the Organiser when the fair ends, howsoever arising.
- 14) The Organiser hereby excludes all liability to the Exhibitor, its agents, representatives, contractors and employees for any loss or damage suffered in relation to the Shell Booth, the booth area or their presence at the fair, including loss or damage to the Exhibitor's fittings and/or personal property, save and except to the extent such exclusion is prohibited or limited by law. Nothing herein shall limit or effect the Organiser's liability for death or personal injury arising from its negligence.

4.1.1 Booth Decoration

Prior written approval has to be obtained from the Organiser, if the Exhibitors and/or their appointed Contractors wish to move into the venue <u>after 1800 hrs on 2 Dec 2014</u> for wood-work booth decoration

To gain access to the venue for contracting work, please complete <u>Form 6</u>, Contractors' Information, together with full payment of site work deposit (please refer to section 4.2.2, 4.2.14 & 4.2.15 for details) to the Organiser. **Application after deadline** (<u>4 Nov 2014</u>) will not be entertained.

Upon approval of the early move-in request, you will be asked to collect the contractor's badge and vehicle pass at HKTDC, 83 Chun Yat Street, Tseung Kwan O Industrial Estate, Tseung Kwan O, Kowloon, Hong Kong.

The Council's Exhibition Services Department can provide booth décor/modifications at a competitive price. You are most welcome to contact Ms Carol Oey at phone: (852) 2240 5412, fax: (852) 2169 9681 or email: carol.sy.oey@hktdc.org.

Distribution of Contractor's Badges & Vehicle Passes

Standard Booth Deco		
Sqm up to	Contractor's Badge	Vehicle Pass (move-in & out)
60	5	2

If extra badges and passes are required, please contact our project in-charge in advance.

Arrangement will be made if the extra quantity required is reasonable indeed.

4.1.2 Additional Facilities

Exhibitors requiring additional facilities such as telephone, furniture, audio visual equipment, etc. should use <u>Forms 3 to 5</u> for ordering the required facilities. Pre-payment in full will be required.

4.1.3 Over-time Hall Rental Charges for Move-in/Move-out

Please refer to section 4.2.4 for details.

4.1.4 Water Supply and Drainage

Water supply and drainage service ordering and installation guideline for exhibition halls:

- 1) No tee-off connection to each water supply and drainage point is allowed.
- 2) The distance between the bottom of the equipment drain point and the floor cannot be less than 400mm.
- 3) The temperature of the draining water cannot be more that 40 degrees Celsius or less than the supply water temperature.
- 4) Equipment involving large volume of water discharge such as dishwashing machine is not allowed.
- 5) The water supply outlet from the service trenches or pits should be easily accessible for technician's inspection at all times.
- 6) Installation of water service for booth with raised floor is not recommended.
- 7) The service orders must be submitted together with its location plan before the deadline.
- 8) The service trenches or pits for water service cannot be located on the main aisles.
- 9) All electrical switches and distribution boards should be properly partitioned off from the water sink.
- 10) For double deck construction, water service cannot be installed at the upper deck.
- 11) If fish tank is installed, dripping pan should be placed under the tank.

4.1.5 Fire Regulation

No open fire is allowed at the fairground for any purpose.

4.2 Custom-Built Participation

For this option of participation, Exhibitors will be given carpeted raw exhibition floor space only. Exhibitors have to design and construct their own booths and adhere to the Rules and Regulations as stipulated in Para. 3.1 as well as any other conditions which the Organiser might specify before or during the Exhibition.

The Council's Exhibition Services Department can provide custom-built design at a competitive price. You are most welcome to contact Mr Kam Wong at phone: (852) 2240 5472, fax: (852) 2169 9714 or email: kam.wong@hktdc.org.

Custom-Built Participation Exhibitors may also appoint any competent local Stand Contractors to design and construct their booths. If an overseas contractor is appointed, it is mandatory to comply with the requirements imposed by the Immigration Department of Hong Kong. Please ensure that their workers have valid working visa/permits to work in Hong Kong. For the latest "Directory of Exhibition Stand Contractors in Hong Kong", please visit "Exhibitors' Centre",

"Exhibitor Supporting Services", "Stand Contractors" at www.hktdc.com/innodesigntechexpo.

For Custom-Built Participation Exhibitors, Custom-Built Participation Contractors' Information (Form 1), construction drawings, lighting distribution plan, site work deposit and a copy of valid public liability insurance should reach Mr. John Ng (john.ng@hktdc.org), Exhibition Services, Hong Kong Trade Development Council for review no later than <a href="mailto:google-goog

Exhibitors requiring additional facilities such as electricity supply, communications facilities etc..., please complete **Form 2** and return to the Organiser with full payment before deadline.

4.2.1 Plans & Design Proposals

Drawings submitted must be in reasonable scale of at least 1:100, fully dimensioned and must contain information such as floor plan, stand elevation, electrical fittings, carpeting, colours and materials to be used, moving exhibits, audio-visual equipment, weights and point loading of exhibits etc.

Stands &	>2500mm & <4500mmH	≥ 4500mmH or	
temporary structures		two-storey construction	
Stages or platforms	>1100mm & <1500mmH	≥ 1500mmH	
Suspended lighting truss & equipment	<100 kg	≥ 100 kg	
Authorized Person/ Registered Structural Engineer	Verify stability of design drawings	Verify stability of design drawings & prepare structural calculations	
(AP/RSE) should be deployed to	Supervise construction works at site; verify stability		
	after completion by issuing structural safety certificate		
Submit design drawings	Du anadil	4 original copies with	
to Organiser by 9 Oct 2014	By email	structural calculations*	
Submit by dropping into			
the collection box at	1. Structural safety certificate (refer to section 4.2.6)		
Technical Services Counter	2. Fire services certificate (refer to section 4.2.6)		
by 1500 hrs on <u>3 Dec 2014</u>			
Submit to Official Electrical Contractor by 1500 hrs on 3 Dec	Certificate of installation, inspection & testing (Form WR1) (please refer to section 4.2.7)		
2014			

^{*} Of which 2 sets will be forwarded to Director of Food & Environmental Hygiene at least 42 days before first show day as required by the Food & Environmental Hygiene Department for applying Temporary Places of Public Entertainment (TPPE) license

Pursuant to Electronic Transactions (Exclusion) Order made under Section 11(1) of the Electronic Transaction Ordinance (1 of 2000), the Director of Food & Environmental Hygiene Department will not accept any electronic submission of plans.

An Authorized Person could either be a Registered Architect (AP-List I), or a Registered Structural Engineer (AP-List II), or a Registered Building Surveyor (AP-list III). An Authorized

Person is legally defined in the HKSAR Buildings Ordinance Chapter 123. For the AP/RSE registry, please visit http://www.bd.gov.hk/english/inform/e rse 1.html.

Fire services certificate should be certified by Registered Fire Services Installation Contractors. For the List of Registered Fire Services Installation Contractors, please visit http://www.hkfsd.gov.hk/eng/cert.html.

Any alterations after drawing submission should be addressed to the Organiser and relevant parties for review.

Contractor's badge and vehicle pass will be distributed at HKTDC, 83 Chun Yat Street, Tseung Kwan O Industrial Estate, Tseung Kwan O, Kowloon, Hong Kong. However, no contractor's badge or vehicle pass will be issued for entry of Exhibition Venue and no construction will be permitted at the Exhibition Venue unless custom-built participation contractors' information, construction drawings, lighting plan, site work deposit (including late charge, if applicable) and a copy of valid insurance policy have been received by the Organiser.

Hanging Truss (For lighting purpose only)

The suspension of Stands or lighting devices from the ceiling structure of Exhibition Venue is not permitted. All lighting devices should be attached to a lighting truss of no more than 1.0m height, with a minimum of 2.5m and a maximum of 6.0m ground clearance.

Distribution of Contractor's Badges & Vehicle Passes

	Single-Storey Construction		Two-Storey	Construction
	Contractor's	Vehicle Pass	Contractor's	Vehicle Pass
Sqm up to	Badge	(move-in & out)	Badge	(move-in & out)
36	15	5	25	8
72	20	8	30	12
108	30	8	40	12
144	35	10	45	14
180	45	10	55	14
216	50	12	-	-
252	60	12	-	-
288	65	14	-	-

International Pavilion - Please liaise quantity with our project in-charge

If extra badges and passes are required, please contact our project in-charge in advance. Arrangement will be made if the extra quantity required is reasonable indeed.

4.2.2 Site Work Deposit

Exhibitors/Contractors of custom-built participation and of standard/premium booth requesting for early move-in for booth decoration are required to lodge a site work deposit of which will be collected based on <a href="https://example.com/https:

All deposits will be <u>bank-in</u> and the amount will be refunded within <u>TWO</u> months after conclusion of the Fair if their exhibition sites are, in the Organiser's view, clear of damage to the exhibition hall and all rubbish are cleared according to the time schedule of the Organiser and without violating the conditions as stipulated under section 4.2.15. Otherwise, costs incurred by the Organiser will be deducted from the deposit.

Payment methods as below: (Please choose either one)

1) By Cheque

Cheque must be issued from a Hong Kong local bank made payable to "Hong Kong Trade Development Council" and mailed/delivered to:

Exhibition Services Department

Hong Kong Trade Development Council

83 Chun Yat Street, Tseung Kwan O Industrial Estate

Tseung Kwan O, Kowloon

Hong Kong

Please indicate "<u>Site Work Deposit</u>", "<u>Fair name</u>", "<u>Booth numbers</u>" and "<u>Exhibitor's name</u>" on the back of the cheque. Refund will **ONLY** be arranged by cheque to that cheque account.

2) By Transfer

HK\$ Account No. : 004-002-222701-005

Account Name : Hong Kong Trade Development Council

Bank Name : The Hongkong & Shanghai Banking Corporation Limited

Please indicate "<u>Site Work Deposit</u>", "<u>Fair name</u>", "<u>Booth numbers</u>" and "<u>Exhibitor's name</u>" on the payment receipt copy and email/fax to the Organiser. Refund will be arranged by cheque.

3) By Credit Card (Visa / Master Card)

Please provide credit card number, name and expiry date to the Organiser for arrangement. Refund will be credited to payer's credit card account after deducting the handling charge, if applied.

Remarks: a) ALL CASH OR CHEQUE DEPOSITS WITHOUT IDENTIFIABLE BANK ACCOUNT DETAILS WILL NOT BE ACCEPTED.

- b) The site work deposit should reach us by **9 Oct 2014**.
- c) We do not accept payment by cheque after <u>9 Oct 2014</u>, please settle by transfer or credit card.

4.2.3 Insurance

Contractors are required to carry out and maintain <u>public liability insurance</u> in respect of the contractor's liability for death or injury to any persons, or loss or damage to property

arising out of the performance of the Services in a sum <u>not less than HK\$10 million for any single claim, unlimited in aggregate</u>. In addition, a contractor should carry out and maintain valid and adequate insurance against theft, fire, damage to property, accidents, natural calamities, acts of God and such other risks normally insured against by a reasonable person in the position of the contractor, or as the Organiser may require, in connection with, inter alia, contractor's property (including all equipment, fittings, furniture, materials and other facilities used or provided by the contractor in the performance of the Services) and the performance of the Services.

The insurance should be maintained in force at all times during move-in period, exhibition period and move-out period, <u>i.e. 2-7 Dec 2014</u>. A copy of the said insurance policy should be provided to the Organiser by <u>9 Oct 2014</u>.

4.2.4 Over-time Hall Rental Charges for Move-in/Move-out

If Exhibitors and/or their appointed Contractors work beyond the time as specified by the Organiser during move-in and move-out period, they should pay to the Organiser the over-time charges which claimed by the Venue Operator against the Organiser as follows:-

Over-time Move-in, i.e. working after 2400hrs (midnight) during move-in period. Charges will be calculated on multiple of hours and according to the booth area assigned.

Booth Area	Charges per booth per hour
Up to 20 sqm	HK\$ 2,500
21~50 sqm	HK\$ 3,600
51~100 sqm	HK\$ 5,000
101~500 sqm	HK\$ 6,100

Over-time Move-out, i.e. working after 2400hrs (midnight) on the last show day. Charges will be calculated on multiple of hours according to its exact booth location.

	Charges per booth per hour for		
	working on	the day following	last show day
Location	0001~030	0 hrs Beyon	nd 0300 hrs
Hall 1A, 1B, 1C, 1E, 3C or 3E	HK\$ 24	,900 HKS	49,800
Hall 1D or 3D	HK\$ 18	,000 HKS	36,000
Hall 3B	HK\$ 20	,750 HKS	41,500
Hall 3F, 3G, 5F or 5G	HK\$ 26	,350 HKS	52,700
Hall 5B+C	HK\$ 44	,950 HKS	89,900
Hall 5D	HK\$ 7,0)50 HKS	14,100
Hall 5E	HK\$ 27	,050 HKS	54,100
Grand Hall	HK\$ 26	,400 HKS	52,800
Grand Foyer	HK\$ 14	,250 HKS	28,500
Convention Hall A or C	HK\$ 3,6	SOO HKS	7,200
Convention Hall B	HK\$ 5,2	200 HKS	10,400
Convention Foyer	HK\$ 11	,850 HKS	23,700
Theatre Foyer	HK\$ 3,1	50 HKS	6,300

4.2.5 Height Limit

Location	Maximum Booth Height
* Hall 1A~E, Hall 3B~G, Hall 5BCEFG	5500mm
* Convention Hall and Foyer, Grand Hall and Foyer	5000mm
Hall 1A~E Concourse, Hall 3B~D Concourse, Hall 5D, Theatre Foyer	4000mm
Meeting Rooms	3500mm
Hall 3E~G Concourse, Hall 3E South Concourse, Hall 3FG Materials Handling Area, Hall 5E South Concourse, Hall 5FG Concourse, Hall 5FG Materials Handling Area	3000mm
Hall 5BC Concourse, Mezzanine 2, Mezzanine 4	2500mm
* Applicable for two-storey construction	

Smoke Curtain

For any stand situated within ± 500mm of the smoke curtain, the maximum allowable booth height is 2500 or 3000mm. Please refer to the hall plan for details.

Location of Smoke Curtain	Maximum Booth Height
Hall 1A~E, 3B~E, 5B~E	3000mm
Hall 1, 3 & 5 Concourse, Hall 3FG, Hall 5FG	2500mm

4.2.6 Structural Safety Certificate

A structural safety certificate must be submitted for all custom-built stands exceeding 2500mm in height, using a hanging lighting truss and/or otherwise deemed required by the Organiser and/or the Venue Operator. All stand constructions must be conducted under the supervision of an **Authorized Person/Registered Structural Engineer (AP/RSE)**. The AP/RSE should verify the stability of the stand by completing structural safety certificate.

The mentioned certificate above (together with <u>structural calculations</u>, where applicable under section 4.2.1) should be submitted to the Organiser at Technical Services Counter by 1500 hrs on the last move-in day, i.e. <u>3 Dec 2014</u>. The Organiser will forward the original to the Venue Operator. If this rule is not observed by 2200 hrs on the last move-in day, the Organiser and/or the Venue Operator reserve the rights to prohibit all access to the Stand throughout the fair period.

Exhibitors must accept full responsibility for the safety of the Stand and comply with the Construction Sites (Safety) Regulations (Chapter 59).

Exhibitors are advised to maintain stability of the booth by evenly distributing the exhibits on the fixtures. Please consult your contractor or AP/RSE if necessary.

In compliance with the Temporary Places of Public Entertainment Licence (TPPE) application for Fairs/Fetes/Exhibitions (small scale), no decoration of a readily combustible nature shall be permitted. A documentary proof of compliance for all custom-built stands with the use of combustible materials for false ceilings, partitions or wall furnishings, draperies and curtains shall conform to any standard acceptable to the Director of Fire Services; or shall be brought up to any of those standards by treating with a fire retardant paint or solution acceptable to Director of Fire Services. In the latter case, the work shall be carried out by a Class 2 Registered Fire Service Installation Contractor and a certificate

(FS251) to this effect from the Contractor shall be submitted to the Organiser **by 1500 hrs** on the last move-in day, i.e. **3 Dec**, as documentary proof of compliance for submission to the Fire Services Department. Please refer to http://www.hkfsd.gov.hk/chi/source/licensing/premises.htm#e3 for details. For Registered Fire Service Installation Contractor registry, please visit http://www.hkfsd.gov.hk/home/eng/source/FSIC_list_eng.pdf.

4.2.7 Electricity

The Official Contractor appointed by the Organiser shall only carry out electrical works at Exhibitors' expenses. Design plans or proposals for electrical installation must reach the Organiser for review together with aforementioned stand design proposals by $\underline{23 \text{ Oct } 2014}$. Electricity can be supplied in 220 volt (\pm 6%), single phase, 50 Hz or 380 volt (\pm 6%), three phases, 50 Hz.

In compliance with the Electricity Ordinance (Chapter 406) Electricity (Wiring) Regulations, all electrical installations, inspection and testing must be carried out by a registered electrical worker together with a registered electrical contractor. "Certification of installation, inspection & testing" (Form WR1) should be submitted to the <u>Official Electrical Contractor by 1500 hrs</u> on the last move-in day, i.e. <u>3 Dec 2014</u>. Failing to provide by 2200 hrs on the last move-in day will result in suspension of electricity supply throughout the fair period.

4.2.8 Fire Precaution

All materials and fittings used in construction and decoration of the booth must be flame retardant and be in accordance with all applicable fire prevention and building regulations. For all construction with wooden materials involved, one functional extinguisher at a conspicuous spot within the assigned area during the construction period for safety reason.

Highly inflammable materials, including but not limit to hay, is strictly prohibited.

4.2.9 Reflective Vest

All visitors and persons requiring admission to the Licensed Area for any reasons in connection with building-up or breaking-down of exhibition stands or for any activities will require wearing Reflective Vest.

4.2.10 Scaffold

Strictly for safety purposes, the use of ladders in excess of 2 meters height is prohibited within Exhibition Venue by persons working in association with Scheduled Exhibition. If a construction/dismantling work is carried out at a level over 2 meters or higher above ground, Contractors should use high reach equipment, such as metal scaffolding. In addition, the scaffold should not be used on a construction site unless Form 5 (Scaffolds-Reports of Results of Fortnightly or other inspections report) has been made by a competent person. This form should be displayed in a prominent location of the scaffold which specifies the location, extension of the scaffold on the site and includes a statement to the effect that the scaffold is in safe working order, strength and stability. In addition, workers are required to wear safety belt while construction activities are carried out over 2 meters height or above ground. For further details, please visit the website the at http://www.labour.gov.hk/eng/public/content2 8b.htm for the Code of Practice for Metal Scaffolding Safety.

If this rule is not observed, HKTDC and/or the Venue Operator will have the rights to suspend the relevant construction activity immediately.

4.2.11 Occupational Safety and Health Ordinance

Exhibitors and/or their Contractors must comply with the Occupational Safety and Health Ordinance in construction and dismantling the stands and to adhere to the occupational health and safety measure as required by the venue operator:

- 1) Make sure the workplace is safe and healthy;
- 2) Provide and maintain safety working equipment and procedures;
- 3) Appoint authorized person for on-site supervising of installation/dismantling works.

"A Guide on Safety and Health in the Hong Kong Exhibition and Convention Industry" has been published by the Hong Kong Exhibition and Convention Industry Association (HKECIA), which extensively covers various aspects of the industry that requires proper attention. You and your appointed contractor are advised to pay attention to the guide via http://www.exhibitions.org.hk/english/media_detail.php?id=275.

4.2.12 Waste Reduction and Recovery Measures

In 1998, HKSAR Government unveiled the Waste Reduction Framework Plan, which sets out various initiatives to heighten public awareness on waste reduction and recovery. Exhibitors and/or Contractors should observe the following waste reduction and minimization guidelines:

Design Stage

- 1) Plan for waste reduction before on-site operation to minimize waste generation.
- 2) Adopt modular exhibition designs and off-site pre-fabrication processes as far as practicable.
- 3) Use environmental-friendly materials (e.g. recycled materials) for stand design and construction, publicity and promotion.
- 4) Adopt flexible exhibition designs to include opportunities for future adaptation. Reuse of construction materials, use of recycled materials in construction and recyclable materials should be taken into account at the design stage.

Installation and Dismantling Stage

- Check with the Organiser for locations of recycling facilities and items which could be recovered.
- 2) Instruct on-site staff of good recycling practice.
- 3) Install and dismantle in proper manner to avoid damages to items particularly those intended for reuse.
- 4) Plan stands dismantling properly to maximize the reuse and recycling of materials.
- 5) Fully utilize raw materials to avoid wastage.
- 6) Handle special waste (e.g. chemical waste) properly.
- 7) Consider reuse and recycling before disposal of the materials.
- 8) For technical advice, please contact the Waste Reduction Helpline: (852) 2755-2750 of the Environmental Protection Department of Hong Kong SAR Government.

Fluorescent Lamps Recycling Programme

Fluorescent lamps (straight tubes, round tubes, energy saving lamps and high intensity discharge lamps (e.g. mercury vapour lamp, metal halide lamp and sodium lamp) contain mercury. Release of mercury from broken lamps can contaminate the surrounding and create health hazard through inhalation or skin contact. Proper handling and disposal should be made in order not to harm humans and the environment and to comply with the relevant legal requirements.

In accordance with the Waste Disposal (Chemical Waste) (General) Regulation, Hong Kong Convention & Exhibition Centre has been approved as a waste producer for disposing mercury lamps. Nine recycling bins have been placed at G/F opposite to Design Gallery, Hall 1AC loading area, Hall 3CEG loading area and Hall 5CEG loading area.

4.2.13 Construction Industry Safety Training Certificate

Labour Department, Hong Kong Exhibition and Convention Industry Association (HKECIA) and the Venue Operator have concurrently agreed to endorse the Contractor Green Card System at the Venue.

With immediate effect, contractors entering the Venue for construction works are required to obtain the Construction Industry Safety Training Certificates (also known as "Green Card"). The main objective is to ensure that mandatory basic safety training has been provided to contractors before working at the Venue.

All stand fitting contractors must acquire the said certificates (cards) and have it properly displayed when working at the Venue. The Venue Operator's security reserves the rights to refuse entry or remove personnel for those who fail to provide valid credentials.

Please feel free to contact the Event Planning & Co-ordination Team of the Venue Operator at hkcec.com or (852) 2582 8888 should you need further assistance.

4.2.14 All Exhibitors and Contractors must comply with the following requirements

Custom-Built Stand Exhibitors must ensure that they and their Contractors are fully aware of the following requirements when preparing design proposals. Failure to observe such requirements may result in costly alterations on site being required by the Organiser and/or the Venue Operator. In the worst case, the Organiser may prohibit the construction of the intended custom-built stand. Any charges so incurred will be entirely at the Exhibitor's expense:

- Site measurements are given in metric. Exhibitors/Contractors, upon arrival and before commencing construction work, are required to check if the site is set out as per floor plan issued by the Organiser, and to report any errors to the Organiser immediately. If the Contractor does not report any errors to the Organiser immediately, the Organiser will not be liable to any errors once construction work has been started by the party lodging the claim without first reporting the error to the Organiser.
- 2) All structures built on ground must be self standing without the absolute use of hanging points. If any material is found attached to the Official Contractor's materials, site work deposit will be deducted and the Contractor is responsible to detach the attached point(s) accordingly. Extra deposit will be deducted if the Official Contractor's materials are damaged.
- No parts of any structures may extend beyond the boundaries of the site allocated except for general lighting devices (e.g. floodlight, Gilbert lamp, HQI light, spotlight etc... with extension arm) extruded not exceeding an overall length of 450mm from booth boundary. These might include but not limit to plasma TVs, exhibits, decorative lighting, Exhibitor's company name or logo. Otherwise, site work deposit will be deducted.
- 4) Any main constructions set-up deviated from the drawings submitted to the Organiser will be subjected to site work deposit deduction.
- 5) No suspensions could be made from the ceiling of the Exhibition Hall, nor may any fixings be made to the floor, walls or any other parts of the building.

- The Contractor is responsible to put its company name on the contractors' badges in a clearly identifiable way and/or without properly displaying at the Exhibition Venue. Otherwise, site work deposit will be deducted.
- 7) The name and/or booth number of the Exhibitors must be prominently displayed and faced to aisle. If this rule is not observed, the Organiser reserves the rights to affix them as they consider fit and to charge the cost incurred to the Exhibitor.
- 8) Any signage and visual (including but not limit to company name, logo, slogan, photo and pattern) at height over 2500 mm facing adjacent booth must be set back 500 mm from booth boundary. All viewable areas of the common side-wall bordering neighboring stands should be smooth and well dressed in plain color without any graphics. Otherwise, site work deposit will be deducted.
- 9) Exhibitors are not allowed to utilize and/or apply decoration on the back of the partitions of their adjacent booths.
- 10) The Organiser must be notified in advance of any changes to the type or colour of the floor covering provided. Any cost incurred must be borne by the Exhibitor/Contractor.
- 11) All electrical fittings and wirings must be installed in compliance with Electricity (Wiring) Regulations of Hong Kong Electricity Ordinance (Chapter 406E).
- 12) All lighting fixtures should be installed at least 2200mm above ground. If not, they should be well protected so as not to cause danger to the general public.
- 13) Main switch and distribution board may be required to install within space area at Official Contractor's discretion.
- 14) All materials used in the construction and decoration of exhibition stands or set-ups should be flame retardant and be subject to inspection by the Venue Operator and/or the Organiser.
- 15) Paint spraying, welding and the use of electrical saw are strictly prohibited inside the Exhibition Hall. Otherwise, site work deposit will be deducted.
- 16) Contractors should strictly follow the move-in/move-out schedule set by the Organiser. No prior move-in/move-out without Organiser's prior consent is allowed. Otherwise, all workers and construction materials will be required to leave the hall immediately until the official time and site work deposit will be deducted.
- 17) Banners are restricted to two-dimensional signs only. Please refer to order form for details.
- 18) Waste materials (including packing materials) must be disposed in the waste cages immediately after unpacking. Otherwise, site work deposit will be deducted.
- 19) There will be no storage space provided in the Exhibition Venue. Any empty crates, equipment, goods, tools or materials found leaving unattended in the Exhibition Venue, loading area and/or any non-designated areas will be disposed without prior notice and site work deposit will be deducted.
- 20) For safety reasons, CEC has specially assigned several metal crates for dumping the glass materials during set-up and dismantling period. Please remove the glass materials and dispose at these metal crates properly before using hydraulic grab truck. Otherwise, site work deposit will be deducted.
- 21) All contractor badges and vehicle passes are available for contractors' or their agents' pick-up at HKTDC, 83 Chun Yat Street, Tseung Kwan O Industrial Estate, Tseung Kwan O, Kowloon, Hong Kong. Any other pick-up methods may be subject to extra charges and will be deducted from the site work deposit.
- 22) All contractor badges are strictly non-transferable. Otherwise, site work deposit will be deducted.

4.2.15 Deduction of Site Work Deposit

Please ensure that Stand Contractors comply with the conditions herein. Without prejudice to the Organiser's rights to indemnification and/or reimbursement specified herein and in the Rules and Regulations, the Organiser may deduct the specified amount/percentage of the site work deposit upon failure to comply with a condition as specified below.

	Conditions	Deposit to be deducted upon Violation of Conditions
1)	Contractor did not follow the move-in or move-out schedule set by the Organiser.	100%
2)	Paint spraying, welding or using electrical saw inside the Exhibition Hall or any non-designated areas are strictly prohibited.	100%
3)	Storage of construction materials, tools, empty boxes and/or other materials in the Exhibition Venue.	100%
4)	Any items found outside the respective booth area, after the daily working hours, may be disposed without prior notice.	50%
5)	Stand construction exceeds the maximum height limit and/or boundaries assigned, including but not limit to plasma TV, decorative lighting, 3-D letterings & graphics etc	50%
6)	Any main constructions set-up deviated from the drawings submitted to the Organiser.	50%
7)	Any signage or visual (including but not limit to company name, logo, slogan, photo and pattern) at height over 2500mm facing adjacent booth does not set back 500mm from booth boundary.	50%
8)	All viewable booths' partitions/walls decorated not up to a smooth acceptable plain color finish; or such finish is not fully fixed by 2359 hrs on the day before delegate move-in.	50%
9)	Debris, packing materials and stand materials not handled/disposed properly and timely during move-in and move-out.	50%
10)	All glass fixtures not properly handled before using hydraulic grab lorry to dispose the booth structure.	50%
11)	Stand construction or dismantling in an improper or unsafe manner.	50%
12)	Employing unqualified personnel for work at the Exhibition Venue.	50%
13)	Smoking in non designated smoking area of Exhibition Venue	HK\$1,000/count

14)	If extra electricity is required, they should order from Official Contractor and pay for the extra cost. Any illegal electricity wiring connection or any inadequate connection order etc will be charged the price difference with surcharge applied plus administration charges.	HK\$1,000/9 sqm
15)	Any construction materials, empty cartoons, wooden structure, display stands and equipment placed outside booth area during the fair period will be disposed without prior notice and extra removal charges will be incurred.	HK\$500/cbm
16)	Fail to meet Organiser's submission deadline of required certificates/documents on last move-in day.	HK\$500/item
17)	Contractor badge without clearly identifiable contractor's company name and/or without properly displaying at the Exhibition Venue.	HK\$300/badge
18)	No prior collection of Contractor badges and vehicle passes until on-site pick-up.	HK\$300/exhibitor or pavilion
19)	Transfer of contractor badges/vehicle passes.	HK\$300/badge/pass
20)	Screwing, drilling, painting or nailing on the panels of standard shell booth.	HK\$300/panel
21)	Any materials of any kind attached to the shell scheme booth built by the Official Contractor.	HK\$200/attached point
22)	All alteration or removal of shell scheme fascia board should be done by the Official Contractor. Otherwise, the Official Contractor reserves the rights to reinstall it at a charge. If the company fascia is damaged or lost, re-production cost will be incurred.	Reinstall @ HK\$200/fascia Reproduction @ HK\$200/m
23)	Any facilities (wall, entrance door, carpet, marble floor etc) of the Exhibition Venue being damaged.	Actual Cost claimed by the Venue Operator
24)	Any additional hall rental charges incurred due to over-time move-in and move-out.	Please refer to Section 4.2.4

Remarks:

- a) If the site work deposit is not sufficient to cover the actual cost/penalty incurred, the Organiser reserves the rights to dun the Contractor for the outstanding balance.
- b) Even if the Exhibitor/Contractor violates the conditions/rules and regulations other than the above, the Organiser reserves the rights to deduct from the deposit as deemed necessary.
- c) The Organiser will not be responsible for any loss and claim on all disposed items arose from the violation of conditions, rules and regulations by the Exhibitor/Contractor.
- d) For those frequent offenders, the Organiser reserves the rights to ban the Contractor and/or its Company from any construction works organised by the HKTDC.
- e) Deductions from the site work deposit are without prejudice to other rights and claims that may be made by the Organiser under the Rules and Regulations.
- In case of any disputes, the decision of the Organiser should be final and binding.

^{**} In case of discrepancy between the English and Chinese versions, the English version shall prevail.

5. Services for Exhibitors

5.1 Official Freight Forwarder

Achieve Freight (HK) Limited is the Official Freight Forwarder and Customs Broker for the HKTDC Inno Design Tech Expo and can provide a comprehensive range of services including: customs clearance, insurance and transportation.

The agreed shipping arrangements between the Official Freight Forwarder and the individual exhibitor will ensure that exhibits and all related articles arrive at the Exhibition Centre well in advance of the exhibition date to provide for customs clearance, transportation and unpacking procedures.

Overseas exhibitors or authorised agents should apply to the address listed below for full information on forwarding procedures. The Official Freight Forwarder will issue individual Exhibition Transport Guidelines to exhibitors.

Address: 9/F, Sunward Commercial Building, 27 Fuk Wa Street, Shum Shui Po, Hong Kong

Tel: (852) 2396 2518 Fax: (852) 3615 6302

Email: garrick.leung@achievefreight.com

Contact: Mr Garrick Leung

Important:

Please do not consign shipments to the HK Trade Development Council office.

5.2 Official Air Express Company

Hongkong Post is appointed as the official air express company for the HKTDC Inno Design Tech Expo, they will set up a counter at the Customer Service Centre at Hall 1A concourse during the fair period.

Hongkong Post (Business Development Branch)

21/F, ING Tower, 308-320 Des Voeux Road Central, Sheung Wan, HK Tel: (852) 2921 2271 Fax: (852) 2541 4868

Email: cyrus_wy_chan@hkpo.gov.hk Web: www.hongkongpost.com

Contact Person: Mr Cyrus Chan

5.3 Official Carrier

The Hong Kong Trade Development Council has appointed Cathay Pacific Airways Ltd as official carrier of this event. Cathay Pacific and sister airline Dragonair are offering exclusive airfares for you and your travel companions in Business and Economy class. For online special fares enquiries and reservations, please visit the Cathay Pacific Airways website at http://events.cathaypacific.com and input the event access code MICE843 or contact your nearest Cathay Pacific or Dragonair reservations office and quote the event access code to avail of special fares for event participants.

Cathay Pacific Reservations: (852) 2747 1888 www.cathaypacific.com

Dragonair Reservations: (852) 3193 3888 www.dragonair.com

The Marco Polo Club Service Centre: (852) 2749 5500

Asia Miles Service Hotline: (852) 2747 3838 www.asiamiles.com

Country/Territory	City	Cathay Pacific Rerservations
Australia	Adelaide, Brisbane	131747
	Cairns, Melbourne	
	Perth, Sydney	

Bahrain	Manama	(973) 1722 6226
Canada	Toronto, Vancouver	1 800 268 6868
Chinese mainland	Beijing, Shanghai	400 888 6628
France	Paris	33 (0) 141 437 575
Germany	Frankfurt	49 (180) 5 288 285
India	Bengaluru (Bangalore)	91 (80) 4008 8400
	Chennai	91 (44) 4298 8400
	Mumbai	91 (22) 6657 2222
	Delhi	91 (11) 4354 4777
Indonesia	Denpasar, Surabaya	0804 1 888 888
	Jakarta	62 (21) 5151747
Italy	Milan, Rome	199 747 340
Japan	Fukuoka, Nagoya	81 (3) 5159 1700
	Osaka, Sapporo, Tokyo	
Republic of Korea	Seoul	82 (2) 3112 800
Malaysia	Kuala Lumpur	60 (3) 2035 2777
	Penang	60 (4) 226 0411
Netherlands	Amsterdam	31 (20) 653 2010
New Zealand	Auckland	0800 800 454
Pakistan	Karachi	92 (21) 521 8081
Philippines	Cebu	63 (32) 231 3747
	Manila	63 (2) 757 0888
Saudi Arabia	Jeddah	966 (2) 665 3088
	Riyadh	966(1) 479 3232
Singapore	Singapore	(65) 6533 1333
South Africa	Johannesburg	27 (11) 700 8900
Sri Lanka	Colombo	94 (11) 233 4145
Taiwan	Taipei	886 (2) 2715 2333
Thailand	Bangkok	66 2263 0606
United Arab Emirates	Dubai	971 (4) 204 2888
United Kingdom	London	44 (20) 8834 8888
United State of America	Los Angeles, New York	1 800 233 2742
	San Francisco	
Vietnam	Hanoi	84 (4) 3826 7298
	Ho Chi Minh City	84 (8) 3822 3203

5.4 Value-for-Money Hotels

Information and booking forms for the Value-for-Money Hotel packages can now be found in <u>Form 12</u> in "Exhibitors' Centre", "Additional Facilities & Services Order Form" at <u>www.hktdc.com/innodesigntechexpo</u>.

5.5 Printing Service in Hong Kong

Printing service in Hong Kong is well known for its quality, reliability and competitive pricing. Exhibitors only need to bring their designs in CD-Rom and digital or offset printing can be arranged right here for catalogues, flyers, manuals and name-cards etc. Handling and freight costs are saved and last minute update is possible. A list of qualified printers is available at www.gaahk.org.hk which is a printing service network of the Graphic Arts Association of Hong Kong, a non-profitable organisation promotes Hong Kong printing industry.

5.6 Temporary Staff / Interpreter Agencies (For reference only)

ADECCO Personnel Limited

12/F, Fortis Tower, 77-79 Gloucester Road,

Wan Chai, Hong Kong

Tel: (852) 2895 2616 Fax: (852) 3421 2970

Chandler Macleod

8/F, Guangdong Investment Tower, 148 Connaught Road,

Central, Hong Kong

Tel: (852) 2833 4100 Fax: (852) 2152 9921

Manpower Services (Hong Kong) Limited

22/F, Cigna Tower, 482 Jaffe Road

Causeway Bay, Hong Kong

Tel: (852) 2281 1200 Fax: (852) 2573 3205

Team Spirit

Room 608, Capital Centre

5-19 Jardine's Bazaar, Causeway Bay, Hong Kong

Tel: (852) 2881 0873 Fax: (852) 2890 9165

Williams (Hong Kong) Ltd.

Unit 15B, 15/F, Winsan Tower

98 Thomson Road, Wan Chai, Hong Kong

Tel: (852) 2845 6777 Fax: (852) 2845 0689

Note: Exhibitors are not required to use the service of any of the above mentioned agencies. This list is provided purely for the convenient reference for the exhibitors. The Organiser assumes no responsibility for the competence or integrity of the agencies listed and exhibitors are advised to exercise normal business precautions as dealing with any service suppliers.

5.7 List of Stand Contractors in Hong Kong: (For Custom-built participation Exhibitors' reference only)

For List of stand contractors in Hong Kong, please refer to a separate booklet titled 'Directory of Exhibition Stand Contractors in Hong Kong 2014'

Note: The directory is provided purely for the convenient reference for the exhibitors. The Organiser assumes no responsibility for the competence or integrity of the services listed and exhibitors are advised to exercise normal business precautions as they would in dealing with any service suppliers.

5.8 Security Services

Exhibitors may elect to hire security guards for their own purposes during the fair period. Under the Standard Terms and Conditions of Licence of the Hong Kong Convention and Exhibitions Center (HKCEC), exhibitors may procure additional security guards from the official security contractor only.

Please contact Mr. Spencer Chan, Assistant Security Manager of the Hong Kong Convention and Exhibition Centre, 1 Harbour Road, Wan Chai, Hong Kong. Tel: (852) 2582 7039; email: spencerchan@hkcec.com

Requests must reach the HKCEC at least three weeks before the fair, otherwise a later order surcharge will be levied.

5.9 Official Mobile Service Provider

Future Power International Limited is the Official Agent for Mobile Phone Service at the HKTDC Inno Design Tech Expo.

Future Power International Limited

9/F, Block A, East Sun Industrial Centre,16 Shing Yip Street, Kwun Tong, Kowloon

Tel: (852) 6212 6213 Fax: (852) 3169 3399

Email: andy.shin@futurepower.com.hk

Website: <u>www.power3G.com.hk</u>

Exhibitors requiring rental of mobile phone should use the <u>Form 13</u> in "Exhibitors' Centre", "Additional Facilities & Services Order Form" at <u>www.hktdc.com/innodesigntechexpo</u> for ordering. Pre-payment in full will be required.

Note: Exhibitors are not required to use the service of any of the above mentioned services. This list is provided purely for the convenient reference for the exhibitors. The Organiser assumes no responsibility for the competence or integrity of the services listed and exhibitors are advised to exercise normal business precautions as they would in dealing with any service suppliers.

5.10 Official Business Centre Operator

Fuji Xerox (HK) Ltd. is the Official Business Centre Operator at the HKTDC Inno Design Tech Expo.

Fuji Xerox (HK) Ltd.

10/F., Zung Fu Industrial Building, 1067 King's Road, Quarry Bay, Hong Kong Tel: (852) 3650 6563 Fax: (852) 2505 3762

Email: ken.wy.lee@hkg.fujixerox.com Website: www.fujixerox.com.hk

5.11 Stand Cleaning

The Organiser will be responsible for the general cleaning of stands (excluding exhibits) and hall passage way each day after the Exhibition.

5.12 Public Parking

Two large hourly car-parks are situated in the basement of the Hong Kong Convention & Exhibition Centre. The main entrances to the car-park are at the Harbour Road and Expo Drive.

5.13 Security Precautions

The Organiser and the Exhibition venue management will take all reasonable measures to provide a secured environment for exhibitor's display and business conduction. However, it is not possible to solely rely on Organiser's efforts to prevent loss of items stored or displayed within the confines of an exhibitor's booth. Exhibitors are required to observe the following guidelines strictly:

Manning of Booth

Exhibitors' stand must be fully manned at all times by alert staff. Never leave property unguarded, even for a few seconds. Entertain all customers entering the stand closely and present minimum items each time.

Report Crime

In the event of any emergency and suspicion, exhibitors should report immediately to:

- a) The Organiser (HKTDC duty staff at Fair Management Office)
- b) Hong Kong Convention and Exhibition Centre (security control extension 33)

Security Advice

For professional and impartial advice, exhibitors can contact:

Hong Kong Police Crime Prevention Bureau

Tel. : (852) 2301 1110 Fax : (852) 2366 0844

Contact: Mr. Chiang Kwok Wah, Detective Senior Inspector

Hong Kong Convention & Exhibition Centre

Tel. : (852) 2582 7192 Fax : (852) 2582 7127

Contact: Mr Ricky Cheung, Security Manager

Any special publicity programme or PR activity within exhibitors' stand must be pre-approved by the Organiser. The Organiser will form a Security Committee with advisers from Jewellery association representatives to spotcheck exhibitor's booth security. Loose security facilitating crime will jeopardise exhibitors' future participation.

5.14 Internet Access at the Fair

To ensure smooth Internet access during the fair period for business usage that requires stable connection (such as website demonstration, download of multimedia files, remote access to company server, etc.) throughout the Fair, exhibitors are advised to order a dedicated Broadband Line inside your booth, instead of relying on the Wireless LAN service provided by HKCEC (Please refer to **Form 5** in the "Order Forms").

All exhibitors are kindly reminded that the free Wireless LAN service operated by HKCEC intends only for light and causal usage by a limited number of users simultaneously. The wireless connection may fail or become slow and/or unstable during the fair period, and will disconnect if the connection is idle for over 10 minutes. As an alternative to the free Wireless LAN service, broadband connection will be set up by HKTDC in designated areas of the Fair for both exhibitors and buyers.

If you encounter any problem with the Wireless LAN service onsite, please proceed to the Customer Service counter at Expo Drive Entrance or call the Wireless LAN Service Hotline at 2582 1846 / 2582 1849 for technical support and assistance.

5.15 Free Publicity Arrangement

Exhibitors are encouraged to promote their companies or products by supplying around 30 sets of press kits (including press release and photos) to the "Media & Webcast Centre" on the first day of the fair. International and local media can freely collect materials available there for their reference and use. This service is free of charge for exhibitors.

Whether your materials will be picked up for publishing is totally at the media's discretion. All submitted materials will not be returned.

Should you have any queries, please feel free to contact Ms. Elbie Lee or Ms. Losia Ho at tel: (852) 2584 4487 / 2584 4016, fax: (852) 2169 9626 / 3746 6113 or email: elbie.lee@hktdc.org / losia.cc.ho@hktdc.org.

6. Practical Tips of Getting Around in Hong Kong

Introduction

Strategically located at the doorstep of China and the centre of Asia- Pacific, Hong Kong has, in the last 150 years, developed into one of the world's leading manufacturing, trading and service centres. Its open economy is built on free trade and free enterprise. Geographically, the territory is divided into four distinct areas: Hong Kong Island, Kowloon, the New Territories and the outlying Islands. Hong Kong is subtropical with a relatively high humidity. Temperature ranges from 10 °C in the winter to 30 °C in the summer.

Languages

English and Chinese are the official languages. Street signs, menus, tourist and government publications are usually bilingual.

Money and Banking

Most banks are open from 9am to 4:30pm on weekdays, and from 9am to 12:30pm on Saturday. There is no foreign exchange control in the territory and the Hong Kong dollar is freely convertible. In Hong Kong, any currency, including mainland China's renminbi (RMB), may be bought and sold in the open market. Visitors can exchange foreign currency at any bank or exchange shop or at the cashier counters of hotels. Daily exchange rates are available through any bank, but the Hong Kong dollar is pegged at HK\$7.8 to US\$1. The government issues coins in denominations of 10c, 20c, 50c, \$1, \$2, \$5 and \$10. There are also three different kinds of notes in denominations of \$10, \$20, \$50, \$100, \$500 and \$1,000.

Transportation

Hong Kong's efficient and low-cost public transport system includes three railways, buses, trams, taxis and ferries. There are three road-only tunnels crossing the harbour.

To and From the Airport

From 6 July 1998, travellers to Hong Kong will be served by one of the world's largest and most modern airports situated at the Chek Lap Kok on the outlying island of Lantau. The easiest connection from the airport to Central and Kowloon is the Airport Express Railway, which takes just 19 minutes to get to Kowloon, and an extra 4 minutes to Hong Kong. Adult single journey fare is HK\$100. In addition, express bus service called "Airbus" operates on frequent schedules to popular spots in the city, with stops near most major hotels. An overnight bus service will cover the airport's 24-hour operation. Taxis are also an option and fares from Chek Lap Kok range from HK\$200-HK\$400.

Railways

The MTR [Tel: (852) 2881 8888] network comprises nine railway lines serving Hong Kong Island, Kowloon and the New Territories. In addition, a Light Rail network serves the local communities of Tuen Mun and Yuen Long in the New Territories while a fleet of buses provide convenient feeder services. The MTR also operates the Airport Express, a dedicated high-speed rail link providing the fastest connections to Hong Kong International Airport and the city's newest exhibition and conference centre, AsiaWorld-Expo. From Hong Kong, passengers can travel with ease to Guangdong province and the major cities of Beijing and Shanghai in the mainland of China using the MTR's intercity services.

Unlike many other modes of public transport, the operational reliability of MTR trains is unaffected by traffic conditions, so passengers should always get to their destinations on time, barring severe weather conditions. What's more, MTR trains run about 19 hours a day, 7 days a week, from early morning (5:30am - 6am) to 1am the next morning.

Trams

Trams ply the northern shore of Hong Kong Island at a fixed fare from 6am to 1am. There is also the century-old Peak Tram, a funicular railway which runs up to the Peak from 7am to midnight at about 15-minute intervals. Tel: (852) 2522 0922.

Ferries

The Star Ferry Co [Tel: (852) 2367 7065] operates a shuttle service between Hong Kong Island and Kowloon. Ferries between Central and Tsim Sha Tsui run every few minutes from 6:30am to 11:30pm and Wan Chai to Tsim Sha Tsui (7:30am to 11pm). The Wan Chai Ferry Pier is within a few minutes walk of the HKTDC offices and the Hong Kong Convention and Exhibition Centre.

Taxis

Taxi fares are charged by metered tariff. When crossing the harbour by either cross-harbour tunnel, the two-way tunnel toll is added to the fare. With the other tunnels, only the one-way toll is added. There is an extra charge per piece of luggage (both of these extra charges are signposted in the taxi). Flagfall and charges are displayed. Tipping is usually confined to small change. There are two taxi jurisdictions in Hong Kong -- urban and New Territories. Radio taxis: Tel: (852) 2574 7311 / (852) 2527 6324 (Hong Kong Island), (852) 2760 0411 / (852) 2670 0477 (Kowloon), (852) 2457 2266 / (852) 2697 4333 (New Territories).

<u>Visa</u>

According to Hong Kong Immigration Department, nationals of most foreign countries can visit Hong Kong visa-free. Applicants may submit their visa applications directly to Hong Kong Immigration Department, or through Chinese diplomatic or consular missions in their place of domicile.

Enquiries can be directed to:

Hong Kong Immigration Department

Immigration Tower, 7 Gloucester Road, Wan Chai, Hong Kong

Tel: (852) 2824 6111

Fax: (852) 2824 1133 / 2877 7711

Visas for Mainland China Travel

All travellers to the Chinese Mainland, except Hong Kong Chinese residents, require visas. The mainland issues single-entry, double-entry and multiple-entry (six months, unlimited entry) visas, the latter designed for frequent travellers who have long-term business establishments (e.g. joint ventures) in the mainland. The Office of the Commissioner of the Ministry of Foreign Affairs of the PRC in the HKSAR Region at 7/F, Lower Block, China Resources Building, 26 Harbour Road, Wan Chai, Hong Kong [Tel: (852) 3413 2300 / 3413 2424]. Hours: Monday to Friday 9am to 12pm, 2pm to 5pm, and the China Travel Service at various locations, Central office, [Tel: (852) 2522 0450], Tsim Sha Tsui office, [Tel: (852) 2736 1863]. Many travel agencies specialising in China travel can also obtain visas. The China Travel Service normally takes 48 hours to issue a visa, but can do so in one day for a premium. The Visa Office takes 24 hours and also offers a more expensive same-day service.

7. List of Overseas Offices of the Hong Kong Trade Development Council

Please refer to the link: http://www.hktdc.com/mis/ahktdc/en/s/abt-hktdc-global-network.html