

# 13th ACGHK 2011 香港動漫電玩節

## 條款細則

此《條款細則》為英文版之中譯本，如兩者內容有所差異，則一切以英文版為準。

### 定義

- 除另有訂明外，以下定義適用於本條款所有部份。
- 1.1. "展覽期"指申請表格內訂明之展覽舉行日期，此日期可隨主辦機構/籌辦機構之決定有所改動。
- 1.2. "主辦機構"指同德企業有限公司，負責展覽之主辦、推廣，規則之設立及執行，並一切有關展覽之管理事宜。
- 1.3. "籌辦機構"指凌速博覽有限公司，"籌辦機構"受"主辦機構"授權負責及代表其執行一切有關展覽之管理事宜。
- 1.4. "展覽"指本參展申請表中有關主辦機構/籌辦機構舉行的2011第十三屆香港動漫電玩節。
- 1.5. "參展商"指任何以獨資經營者、合夥人或有限公司名義申請展覽者，或其代表、代理及僱員；亦包括申請已被正式接納者。
- 1.6. "展覽空間"指展覽場地內之展覽攤位及/或展覽光地。
- 1.7. "展覽場地"指位於香港灣仔博覽道一號之"香港會議展覽中心"。
- 1.8. "宣傳物品"指所有參展商於展覽中所展示、派發或使用之贈品、單張、小冊子及其他宣傳品。
- 1.9. "條款"指本文條款細則及其隨後之修訂。

### 參展資格及守則

- 參展商須於展覽期前向主辦/籌辦機構遞交已填妥之申請表格，主辦/籌辦機構將視乎各展覽空間之供求情況及在無損其於第11條所指之權力下，審核其於展覽期前已收妥之申請表格。
- 參展商向主辦/籌辦機構遞交申請表格而該申請表格經主辦/籌辦機構收取後，主辦/籌辦機構將根據申請表格之要求及條款細則考慮其申請。
- 若主辦/籌辦機構於審核參展商之申請後向其發出書面認收通知，以申請表格及條款細則為合約內容之場地租約將在發出該書面通知時生效。
- 場地租約將替代一切主辦/籌辦機構曾在其他情況下與有關參展商達成或作出任何有關場地租約之協議、安排、保證、陳述及承諾。
- 所有申請在無損主辦/籌辦機構行使第11條所指之權力之情況下，以先到先得形式處理。而於遞交申請表格時附上指定之按金者將享有優先權。
- 除非場地租約已在第11.2條所述之情況下終止，參展商必須於認收通知發出之日期起計一個月內向主辦/籌辦機構全數繳交所需租金金額。如主辦/籌辦機構已收妥有關參展商之訂金，則有關參展商只須於上述指定之繳款到期日前繳交扣除有關按金後尚需繳交之租金餘額。

- 參展商於收到認收通知後如以任何理由撤回其申請，則有關之場地租約將被視為被該參展商錯誤地終止。該參展商須於提出撤回申請通知之日起[二十天]內向主辦/籌辦機構繳付一筆相等於其尚未清償租金之金額。該參展商如已繳付按金，則須於上述期限內向主辦/籌辦機構繳付扣除已付按金後之租金餘額，而已付之按金將不獲發還。主辦/籌辦機構按本條收取之款項將被用作補償因參展商撤回其申請所引致之損失。主辦/籌辦機構有權在其後把有關展覽空間轉租/轉讓予他人。
  - 除非主辦/籌辦機構已按第11條自行終止場地租用合約，否則主辦/籌辦機構保留權利向參展商追討其根據第7及8條尚未繳付之所須金額。參展商亦須負責一切因主辦/籌辦機構向其追討欠款而引起之開支及費用。
  - 在不損害法律給予主辦/籌辦機構之任何權益或補救方法下，參展商若未能按第7及8條如期繳付所須金額，主辦/籌辦機構將由繳款到期日起計，按日徵收以香港匯豐銀行提供之最優惠貸款利率加三厘計算之欠款利息，直至欠款全數付清為止。該欠款利息不能視作所欠租金之一部份。
  - 主辦/籌辦機構擁有絕對酌情權：
    - 決定展覽空間之分配，包括改動已通知參展商所獲分配之展覽空間；唯該改動不會於展覽期前四星期或公佈展覽取消當日作出；
    - (在第12條管限下)在給予2天通知後終止場地租約，並把有關展覽空間轉租/轉讓予他人而毋須向該參展商作出解釋。所有終止場地租約之決定不會於展覽期前四個星期內作出及執行，如主辦/籌辦機構取消展覽則除外。
  - 如場地租約在第11.2條下終止，主辦/籌辦機構將向參展商發出終止合約通知後三十天內向參展商發還其已繳付(不附帶利息或賠償)之租金(或訂金)金額。除此之外，參展商無權向主辦/籌辦機構追討一切因場地租約被終止所引起之損失。
  - 展覽期間，參展商所獲分配之空間只可作商業推廣用途。搭建攤位及展覽期間，參展商必須以主辦機構/籌辦機構認可之形式使用上述空間；否則，主辦機構/籌辦機構有權即時收回所有或部份空間，而參展商須負責有關清場費用，及不得追討場地租金或任何形式之賠償。
  - 展覽期間，參展商不得以任何形式僱用大會所舉辦各項活動/比賽之參賽者。
  - 參展商租用之攤位位置若非四邊單邊者，不得於其攤位內舉行任何形式之簽名活動。若有此類形活動者，必須向大會申請租用簽名區，詳情將刊於《參展商手冊》。
  - 由個別參展商引起之參觀人群，大會有權在任何時間在其攤位外圍擺放鐵馬，用以控制人群及秩序，大會並會向該參展商徵收行政費用。另大會備有少量鐵馬供參展商借用，借用人須提早向大會申請及向大會繳付行政費用。
- ### 場地分配
- 主辦機構/籌辦機構可全權分配場地及攤位所在位置，參展商之一切有關投訴將不受理。
  - 展覽場地或攤位使用權只限於申請表上所列明之參展商，故參展商不可轉讓、授權、分租或以任何其他形式與第三者共同使用。
  - 主辦機構/籌辦機構保留修改展覽場地之圖則及/或於必要時，調動參展商已獲得分配之攤位之權利。

# 條款細則

## 攤位之建造及佈置

20. 無論參展商自行聘請承建商，或僱用主辦機構/籌辦機構之特許承建商，其展覽場地之特製攤位，設計草圖須備一式三份，於2011年6月17日前，向主辦機構提交。所提交之設計草圖不可小於1:100之比例，並須包括立體圖、攤位高度、裝配方式、顏色、所用材料，並列出可運行之展品、影音器材、展品重量、支撐點及高度等資料。所有特製攤位之搭建必須事先取得主辦機構/籌辦機構之書面同意，而主辦機構/籌辦機構有權否決攤位之設計而不作任何解釋。
21. 特製攤位之材料運輸、搭建、拆卸及遷移等工作均須由參展商自行負責，並依照主辦機構/籌辦機構所安排之時間及指示進行。
22. 所有裝飾，攤位裝置或展品的高度限制規定為2.47米，事先獲得主辦機構/籌辦機構書面同意者除外。所有高於4米之部份，必須位於攤位範圍之內最少1米。
23. 如展覽光地上之攤位高於2.47米，該攤位之參展商必須對此高度以上之圍牆背面加以裝飾。
24. 由於主辦機構/籌辦機構特許承建商所提供之攤位屬統一設計，參展商不得隨意更改其公司名牌，名牌上之字體及攤位之基本裝配，事先獲主辦機構/籌辦機構書面同意者除外。
25. 主辦機構/籌辦機構及指定之攤位承建商，不會因參展商未有使用部份攤位設施而退回/減收部份款項。
26. 攤位及展品之重量不可超過地面負重限制，即每平方米500kg。
27. 所有於展覽場地進行之攤位建造或佈置工程，必須符合香港現行之法律及主辦機構/籌辦機構訂立之規定。以上條文適用於參展商本身、其承建商及分包公司。主辦機構/籌辦機構有權終止任何違反以上規定之參展商工程，而參展商不得因此向主辦機構/籌辦機構追討任何賠償。
28. 參展商之租金費用並不包括代為處理建造及佈置廢物、攤位裝置或任何非租約內所提供的物料，故參展商必須自行處理該等剩餘或拆卸後廢棄的物料，否則會被收取所需的清理費用。此外，參展商亦不得追究主辦機構/籌辦機構對任何遺下物品之處理方式。
29. 參展商不得於展覽場地之地面安裝任何設備以鞏固其攤位、裝飾或陳設，事先獲得主辦機構/籌辦機構之書面同意者除外。
30. 主辦機構/籌辦機構有權不作任何通知而更改或清拆任何不符合主辦機構/籌辦機構規格之攤位，而費用則由有關參展商負責。參展商不得因此向主辦機構/籌辦機構或其代理人追討任何賠償。
31. 展覽場地內，不得將攤位及展品支架或照明裝置懸掛於天花，事先獲主辦機構/籌辦機構書面同意者除外。
32. 所有參展商必須於展覽開幕前一天之晚上十時前，完成本身攤位之搭建及裝飾工作。主辦機構/籌辦機構保留代為完成有關工作之權利，而費用由參展商支付。

## 場地使用及安全守則

33. 任何會移動或運行之展品，參展商必須採取適當措施以保障公眾安全。上述展品必須由參展商指派之工作人員看管及操作，並於有關工作人員離場時停止運作。展出上述物品時，必須事先獲得主辦機構/籌辦機構之書面同意。
34. 參展商如需使用激光產品，必須事先獲得主辦機構/籌辦機構之書面同意，而該項申請必須至少於展覽前二個月提交。密封之儀器，並且已符合有關之產品安全條例者，如CD機，VCD機等除外。
35. 參展商不得於展覽場地進行吸引人潮的廣告或示範活動，個別性之個人示範及事先獲得主辦機構/籌辦機構書面同意者除外。

36. 所有音樂表演或錄音產品之播放，須事先獲得下列機構之許可證或牌照：  
香港作曲家及作詞家協會（CASH）  
中環亞畢諾道環貿中心18/F  
(電話：2846-3268，傳真：2846-3261)  
香港音像版權有限公司（IFPI）  
香港九龍九龍灣宏光道1號億京中心A座18樓A室  
(電話：2861-4318，傳真：2866-6869)  
香港音像聯盟有限公司（HKRIA）  
香港灣仔軒尼詩道48-62號上海實業大廈22樓  
(電話：2520-7000，傳真：2882-6897)  
許可證或牌照費用，須由參展商自行負責。參展商須事先提交許可證或牌照之副本予主辦機構/籌辦機構存案，主辦機構/籌辦機構有權索取正本參照。
37. 各參展商只可於本身攤位範圍內派發宣傳物品，展覽場內其他地點一律禁止廣告、示範或招徠生意的活動，展品或宣傳標誌之擺放均不能超越參展商之攤位範圍。
38. 參展商於攤位內所使用之一切裝飾及物品必須符合香港防火條例。任何時間會場內嚴禁吸煙。
39. 無論在任何情況下，展覽場地內一律嚴禁充氣氣球。
40. 展覽期間，參展攤位必須由至少一名獲授權之參展商代表長駐，該等代表必須熟悉參展商所提供之產品/服務，及獲得授權負責產品/服務之交易事宜。參展商同時亦須確保該名代表遵從一切主辦機構/籌辦機構訂立之規則，及主辦機構/籌辦機構工作人員之指示。
41. 參展商必須保證所有展品或宣傳品不會以任何形式侵犯第三者之註冊或非註冊商標、版權、設計、商品名稱及專利；並願意於違反上述保證時，保障主辦機構/籌辦機構、其代理人及承辦商免於一切有關之賠償訴訟。
42. 主辦機構/籌辦機構有權自參展商之場地或攤位撤去或要求參展商撤去任何其認為不合宜的貨品、宣傳品、裝飾品或其他物品，而毋須給予任何理由及承擔任何責任。一切有關之撤移費用一概由參展商負責。
43. 參展商之一切攤位更改及維修工程，必須於展覽開放時間以外進行，並須事先獲得主辦機構/籌辦機構同意。
44. 參展商於展期完結後方可清拆攤位，如欲提前進行有關工作，必須先取得主辦機構/籌辦機構之特別允許。
45. 所有影音器材之設置及所發出之聲浪，輸出聲壓不可超過60分貝，及必須以不干擾其他參展商及參觀人士或避免他們作出合理投訴為原則，更不可影響大會舞台之表演節目。主辦機構/籌辦機構保留要求參展商採用特許器材供應商之權利。
46. 展覽場地內，所有參展商均不得進行或容許他人進行攝影、錄音、錄影或進行電台、電視台廣播，事先獲主辦機構/籌辦機構書面同意者除外。
47. 展覽場地內，不得進行拍賣，事先獲主辦機構/籌辦機構書面同意者除外。
48. 參展商必須事先提交所有工作人員及其代表之詳細資料，以便主辦機構/籌辦機構進行批核及登記。上述人士經批核後，將可獲發名牌以作身份確認及進入展覽場地之用。同時，參展商亦須保證上述人士：
  - 48.1. 於展覽場地內，佩戴以上名牌；
  - 48.2. 不會將名牌轉讓予他人或提供他人使用；
  - 48.3. 於展覽完結當日，須應主辦機構/籌辦機構之要求，交回名牌；
  - 48.4. 遵守主辦機構/籌辦機構訂立之所有規定；及
  - 48.5. 遵守所有主辦機構/籌辦機構於批核時附加之要求。

# 條款細則

## 電力供應

49. 展覽場地內，參展商只可使用電力作照明及能源用途。為確保安全，萬能插蘇一律嚴禁使用。
50. 展覽場地內，所有電力工程會由主辦機構/籌辦機構指定之承辦商進行，而費用則由參展商負責。電力工程之設計草圖或建議書必須於2011年6月17日前提交主辦機構/籌辦機構，而主辦機構/籌辦機構可作適當之修改或拒絕批准。

## 商業操守

51. 主辦機構/籌辦機構有權要求參展商終止使用其認為不恰當之商業活動及宣傳手法，而毋須作任何解釋。
52. 參展商不得透露或盜用任何因參加是次展覽，而獲得有關主辦機構/籌辦機構或其他參展商之技術性資料及商業秘密。

## 棄權聲明

53. 主辦機構/籌辦機構在單一情況及時空環境下放棄執行《條款細則》中某項權利之舉，並不阻礙該項條款在其他情況及時空環境下之執行，及不代表其放棄追究違反條款者責任之權利。

## 終止參展權

54. 於以下情況，主辦機構/籌辦機構可毋須通知而即時終止參展商之參展權：
- 54.1. 參展商違反《條款細則》之任何部份；或
- 54.2. 參展商破產、無力償還債務或被清盤；或
- 54.3. 以主辦機構/籌辦機構之觀點，參展商進行違背展覽性質或主旨之活動，或侵犯其他參展商之權利；或
- 54.4. 如主辦機構/籌辦機構認為參展商展出物品之色情或暴力成份不能接受；或
- 54.5. 如參展商展示或銷售違法之物品，諸如侵犯知識產權；銷售第二類出版物及第三級影音物品時不按法例要求。
- 54.6. 主辦機構/籌辦機構認為其參展權應予取消。
55. 如參展商之參展權因第54.1、54.2、54.3、54.4及54.5條被取消，將不得向主辦機構/籌辦機構追討任何賠償。
56. 如參展商之參展權因第54.6條被取消，主辦機構/籌辦機構會按其未經使用時間之比例發還已繳交之租金，除此以外，參展商不得向主辦機構/籌辦機構追討任何賠償。

## 攤位物料及展品之進場及遷離

57. 參展商應根據主辦機構/籌辦機構之安排，於指定時間內進行各項攤位物料及展品之進場及遷離工作。
58. 一切進出展覽場地貨品的接收、裝卸及展品清理的各項費用，均由參展商自行負責。
59. 展覽場地內由地毯覆蓋之地面，嚴禁使用手推車或腳車。
60. 主辦機構/籌辦機構保留要求參展商聘用特許承辦商，處理所有進出展覽場地之貨物或展品之權利。
61. 主辦機構/籌辦機構並不會免費為參展商之包裝箱、剩餘物資及其他財物提供存倉服務。如需要存倉，需繳付費用。
62. 展覽結束後，參展商必須於指定時間內將其有關物件及展品遷離展覽場地。所有遺留於展覽場地者將歸主辦機構/籌辦機構所有。

## 免責條款

63. 除因主辦機構/籌辦機構或其工作人員疏忽而導致之死亡或人身傷害外，參展商、其代表、僱員、承辦商、代理人及其他有關人士或參觀人士及其物品所承受之一切損失、傷害或其他破壞，均不可向主辦機構/籌辦機構或其工作人員追討賠償。

64. 於展覽期內或其後進行之商業交易，及一切引致之後果，主辦機構/籌辦機構一概毋須負責。
65. 參展商保證賠償主辦機構/籌辦機構、其工作人員或代理人，任何因展覽合約，或其他因參展商之違約行為而引起之民事及刑事責任、法律行動、訴訟、索償、損失、支出或費用。
66. 參展商須為其展品及攤位購買保險，以防任何由盜竊、火災、公眾責任或自然成因導致之損失或毀壞；並應主辦機構/籌辦機構要求，出示有關保險文件。
67. 如因參展商、其代表僱員或代理人之行為或疏忽，而對展覽場地、主辦機構/籌辦機構或其他參展商造成損害或毀壞，該參展商須負上全責。參展商須購買保險以保障其於《條款細則》下之責任，或因疏忽而引起之法律責任；並應主辦機構/籌辦機構要求，出示有關保險文件。
68. 主辦機構/籌辦機構有權扣押參展商於展覽場地之財產，以抵償參展商尚欠之金額及有可能被索償之金額。
69. 參展商保證主辦機構/籌辦機構、其代理人或展覽場地，不會因參展商參與展覽或提供食物飲品，而牽涉任何投訴或訴訟，並且於上述情況發生時，賠償一切投訴或訴訟引致之損失。

## 食品及飲料

70. 根據展覽場地規例，參展商不得攜帶食物及飲料進入會場。如需進食，可到會場內的飲食部或餐廳。

## 取消"展覽"

71. 如於本身能力可控制範圍外的因素影響下，如惡劣天氣、戰爭、禁運、暴動、訴訟或政府條例，以致主辦機構/籌辦機構不能繼續舉行展覽，主辦機構/籌辦機構保留隨時對"展覽"予以取消、更改性質、規模、展覽日期或展期長短之權利，而不須負上任何責任。參展商不得以此向主辦機構/籌辦機構、其代理或代表追討任何損失及全部或部份已支付之租金。
72. 主辦機構/籌辦機構保留更改展覽計劃或場地的安排，而毋須事先向參展商作出通知。參展商有可能獲發還部份租金以作補償，而參展商不得追討任何其他賠償。

## 人群控制

73. 參展商必須：
- 73.1. 至少於展期一個月前，向主辦機構/籌辦機構提交一切有可能吸引及聚集相當數量人群的活動或推廣項目。
- 73.2. 於舉行上述活動前，取得主辦機構/籌辦機構之書面批准。
- 73.3. 所有涉及名人明星參與之現場活動，必須於主辦機構/籌辦機構所設之舞台或其他由主辦機構/籌辦機構指定的地點舉行，所有攤位內嚴禁有關活動。參展商須預訂舞台檔期。
- 73.4. 遵守主辦機構/籌辦機構批核時附加之規則及條件。

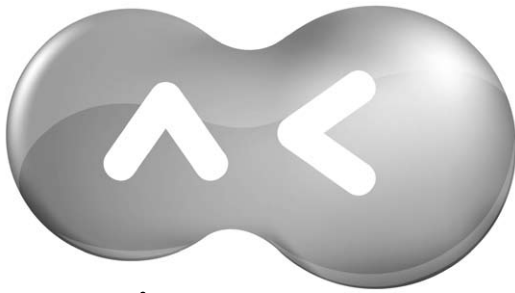
為了保障參觀人士的安全及不妨礙其他參展商的權益，主辦機構/籌辦機構有權隨時因應現場及預期之情況而終止任何事先已批准的活動。

## 附例

74. 為確保展覽順利舉行及進行，主辦機構/籌辦機構保留權利解釋、隨時修訂《條款細則》及《"展覽"參展申請表/展覽攤位合約》和加入新規則條文。有關《條款細則》及新規則及附加條文之解釋，均以主辦機構/籌辦機構決定為準。所有新條文或規則均會被視作《條款細則》之部份，故參展商亦受其約束。如《條款細則》和新訂之規則有所衝突，以後者內容為準。
75. 參展商須遵守展覽場地訂立的規則及條款，其規則及條款當被視為此《條款細則》的部份；如展覽場地規則及條款與此《條款細則》有所衝突，以後者內容為準。

## 法律約束

76. 《條款細則》乃根據香港特別行政區法律而闡釋，參展商如有任何訴訟，須服從香港特別行政區法院之判決。



# 13th ACGHK 2011 香港動漫電玩節

## TERMS & CONDITIONS

### Definition

1. In these Terms and Conditions, except explicitly defined differently as the context requires:
  - (a) Commencement Dates means the commencing date(s) on which the Exhibition is to be held as set forth on the application form or such other date(s) as may be revised by the Organizer/ Organizing Agent.
  - (b) Organizer means Tung Tak Enterprise Limited, which as promoter and organizer is responsible for the regulation and control of all aspects of the Exhibition.
  - (c) Organizing Agent means In Express Expo Limited, which is appointed by the Organizer and shall represent the Organizer in all aspects with regards to the organization of the Exhibition.
  - (d) Exhibition means the "2011-13th Ani-Com & Games Hong Kong to be organized by the Organizer/Organizing Agent as specified in this application form.
  - (e) Exhibitor means a sole proprietorship, partnership or limited company whose application to exhibit at the Exhibition has been accepted by the Organizer/ Organizing Agent pursuant to clause 4.
  - (f) Exhibition Space means the exhibition shell booths and/ or raw space in the Exhibition Venue.
  - (g) Exhibition Venue means the Hong Kong Convention and Exhibition Centre at 1 Expo Drive, Wanchai, Hong Kong.
  - (h) Publicity Materials means the promotional gifts, catalogues, pamphlets and any other advertising and publicity material, which an Exhibitor wishes to display, distribute or use at the Exhibition.
  - (i) Terms and Conditions means these Terms and Conditions as well as the amendments and additions made thereafter by the Organizer/Organizing Agent.

### Eligibility for and Conditions of Participation

2. Subject to clause 11 and the availability of the Exhibition Space, no application shall be considered and processed by the Organizer/ Organizing Agent until the completed application form is submitted to the Organizer/ Organizing Agent before the Commencement Dates of the Exhibition.
3. The submission of application form pursuant to clause 2 by the applicant and the receipt of the same by the Organizer/ Organising Agent shall constitute an irrevocable offer on the part of the applicant on the terms as contained in the application form and these Terms and Conditions.

4. Acceptance of the offer by the Organizer/ Organising Agent shall be communicated to the applicant (the "Exhibitor") by way of a written acknowledgement of the receipt of the application form (or application form together with the prescribed deposit, as the case may be) ("Letter of Acknowledgement").
5. On issuance of the Letter of Acknowledgement, a legally binding contract shall be deemed to be formed upon the terms contained in the application form and Terms and Conditions attached therewith between the Exhibitor and the Organizer/ Organizing Agent (the "Contract") which shall supercede all prior agreements, arrangements, warranties, representations and undertaking(s) (if any) made or given by the Organizer/ Organizing Agent.
6. Without prejudice and subject to clause 11, all applications shall be considered on first-come-first-served basis. However, Exhibitors who have submitted their application forms together with the prescribed deposit will gain priority for being allocated the Exhibition Space of their preference over Exhibitors who submitted the application forms with no deposit paid.
7. Unless the Contract has been terminated pursuant to clause 11(b), the Exhibitor shall pay the participation fee (or in the event that deposit has already been paid by the Exhibitor and received by the Organizer/ Organizing Agent, the balance of the participation fee) within one month of the date of Letter of Acknowledgement.
8. In the event that the applicant withdraws the application after the issuance of the Letter of Acknowledgement, the Contract shall be deemed to have been wrongfully terminated and the applicant shall within [20] days from such withdrawal pay the Organizer/ Organising Agent as liquidated damages a sum equivalent to the entire unpaid participation fee (in case where no deposit has been paid) or in the case that deposit had been paid, to have the said deposit forfeited and pay the entire balance of the participation fee to the Organizer/ Organizing Agent. The Organizer/ Organizing Agent shall also be at liberty to offer the Exhibition Space in question to any third party.
9. Subject to clause 11(b), in the event that the Exhibitor fails to pay the participation fee or any part thereof pursuant to clauses 6 and 8, the Organizer/ Organizing Agent reserves the right at any time thereafter to demand from the defaulting Exhibitor all outstanding sums. All costs and expenses already incurred by the Organizer/ Organizing Agent in recovering such sum shall be repaid by the Exhibitor and recovered from such Exhibitor as a debt on an indemnity basis.
10. Without prejudice to any other right or remedy of the Organizer/ Organizing Agent hereunder or at law, if the said participation fee or any part thereof payable by the Exhibitor to the Organizer/ Organizing Agent pursuant to clauses 6 and 8 shall not have been paid, the Exhibitor shall pay to the Organizer/ Organizing Agent daily interest upon the said participation fee or any part thereof outstanding at the rate of [3%] above the best lending rate of The Hongkong and Shanghai Banking Corporation Limited from the due date until the same shall have been paid. Interest payable by the Exhibitor upon the arrears of the outstanding participation fee shall not itself be deemed to be part of the said participation fee.

# TERMS & CONDITIONS

11. For the avoidance of doubt, the Organizer/ Organizing Agent shall have full and absolute discretion:

- (a) to allot Exhibition Space amongst eligible Exhibitors including the right to reallocate Exhibition Space to eligible Exhibitors to other location other than that of which eligible Exhibitors have previously been notified by the Organizer/ Organizing Agent Provided that such right to reallocate the Exhibition Space shall not be exercised by the Organizer/ Organizing Agent within the four weeks preceding the Commencement Dates or on the date when it is publicized that the Exhibition is to be cancelled, whichever is the earlier;
- (b) subject to clause 12, to terminate the Contract by giving [2] days' prior notice to the Exhibitor ("Notice of Termination") without disclosing any reason to the applicant and to offer the Exhibition Space in question to any third party Provided that the right to terminate the Contract shall not be exercised within the four weeks preceding the Commencement Dates. For the avoidance of doubt, this clause shall not prejudice the right of the Organizer/ Organizing Agent to terminate the Contract in the event that the Exhibition eventually fails to take place.

12. In the event that the Organizer/ Organizing Agent elects to terminate the Contract pursuant to clause 11(b), the Exhibitor shall have no right to claim from the Organizer/Organizing Agent in relation to the Contract and the termination thereof except that if the deposit or participation fee had already been paid by the Exhibitor and received by the Organizer/ Organizing Agent, such deposit or participation fee paid shall be refunded to the Exhibitor without interest and compensation within 30 days from the date of Notice of Termination.

13. Exhibition Space is licensed strictly to the Exhibitor for promotion purpose for the duration of the Exhibition. Exhibitor is required to use the space allocated in a manner appropriate for the Exhibition as interpreted by the Organizer/ Organizing Agent at all time during construction and decoration of stand or shell booth, during move-in and during the Exhibition. The Organizer/Organizing Agent reserves the right to clear all or part of the space allocated to the Exhibitor at the Exhibitor expense without notice should it not be satisfied with the way the space is being used. Except as provided in these Terms and Conditions, no Exhibitor will have any claim for refund regarding the space rental or any other monies paid.

14. Exhibitor is not allowed to hire / employ the participant of events / activities organized by the Organizer / Organizing Agent.

15. No autograph activity is allowed in any non-island booth unless approval has been obtained for renting an autograph zone from the Organizer / Organizing Agent for details of rental payment, please refer to "Exhibitor's Manual".

16. The Organizer / Organizing Agent reserves the right to put up mill barriers at any time outside the Exhibitor's booth(s) for crowd control purpose and to recover administration fee incurred from the relevant Exhibitor. Any request by the Exhibitor for renting mill barriers should be made at least one day before the mill barrier(s) is / are to be used. If the Organizer / Organizing Agent subsequently approves the request, an administration fee for transporting the barriers to the booth will be charged from the Exhibitor.

## Space Allocation

17. No request for changing the Exhibition Space allotted by the Exhibitor shall be entertained.

18. The Exhibitor's licence to exhibit at the Exhibition and to use the Exhibition Space allotted to the Exhibitor is specific to the Exhibitor and may not be transferred, assigned, subcontracted or in any way shared with any third party regardless of the relationship between the third party and the Exhibitor.

19. The Organizer/Organizing Agent retains the exclusive right to revise the Exhibition Hall floor plan and/or move any assigned Exhibitors accordingly if necessary.

## Construction, Decoration and Furnishing of Stands and Shell booths

20. Exhibitors taking up raw space may appoint either the official contractor or its own contractor to design and construct its stands. Plans and design proposals for stands must be submitted in triplicate to the Organizer/Organizing Agent for approval on or before 17th June 2011 Drawings submitted must be of a scale larger than 1:100, fully dimensioned and with information such as floor plan, stand elevation, fittings, colors and materials to be used, moving exhibits, audio-visual equipment, weights and point loadings. No custom-built stand may be erected at the Exhibition Venue unless the plans and design proposals have been approved in writing by the Organizer/Organizing Agent. The Organizer/Organizing Agent reserves the right to reject any plan and design proposal without disclosing any reason.

21. The transporting, assembling, dismantling and removing of custom-built stands are the responsibility of the Exhibitor. All such works must be carried out according to arrangements and within the time limits specified in these Terms and Conditions or otherwise notified by the Organizer/Organizing Agent.

22. No booth decoration, booth fitting or exhibits shall exceed 2.47M. in height, where exhibition hall ceiling height permits, unless prior approval in writing has been given by the Organizer/Organizing Agent. All structure above 4M in height must have 1M set-back recess from the booth perimeter on all sides.

23. Where Raw Space booth walls exceed 2.47M in height, the rear surface must be decorated above that level by the Raw Space Exhibitor (the height of Shell Scheme booth is only 2.47M in height).

24. Shell booths are provided by the Organizer/Organizing Agent official contractor and are of a standard design. No variation of the fascia board, lettering and the fittings of the shell booth shall be allowed, unless prior written approval is given by the Organizer/Organizing Agent.

25. No financial credit will be given by the Organizer/Organizing Agent or Official Booth Contractor for any Shell Booth package items not utilized.

26. Stands and exhibits should not exceed the maximum floor loading limit of 500 kg/sq.m.

27. Stand construction of any kind carried out at the Exhibition Venue must conform to the current local regulations in force in the Hong Kong SAR and those specified by the Organizer/Organizing Agent. This applies to the Exhibitor, its agents, contractors and subcontractors. The Organizer/Organizing Agent reserves the right to stop any work that violates any of these regulations or standards and the Exhibitor will have no claim against the Organizer/Organizing Agent or its agents for any loss or damages.

28. The removal and disposal of crates, stand construction and exhibit building materials are not covered by the rental. The Exhibitor must take care of such removal and disposal itself, or will be subjected to additional charges. The Exhibitor will have no claim against any material apparently abandoned and has been disposed by the Organizer/Organizing Agent.

29. Fixings to the floor surface to secure stand or exhibit materials will not be permitted unless prior approval in writing is obtained from the Organizer/Organizing Agent.

# TERMS & CONDITIONS

30. The Organizer/Organizing Agent reserves the right to alter or remove without notice and at the Exhibitor's expense any stand differing from the approved specifications or any stand violating the Terms and Conditions or the Organizer/Organizing Agent's required standards. The Exhibitor will have no claim against the Organizer/Organizing Agent or its agents for any cost of replacing his stand to conform to the Organizer/Organizing Agent's requirements or for any other loss or damages.

31. The suspension of stand materials or lighting fittings from the ceiling structure of the Exhibition Venue will not be permitted unless prior approval in writing is obtained from the Organizer/Organizing Agent.

32. Stand assembly, installation and decoration must be carried out within the time limits specified by the Organizer/Organizing Agent and must be completed by 10:00 p.m. on the night preceding the Exhibition opening. The Organizer/Organizing Agent reserves the right to assemble and install any stand, or decorate any space that is not completed by that time the Exhibitor's expense.

## Use of Site & Safety

33. Precautionary measures must be taken to protect the public from exhibits with movable parts that may cause injury to visitors. Such moving or operating exhibits should only be demonstrated or operated by personnel authorized by the Exhibitor and should not be left running in the absence of such persons. Display of such operating or moving exhibits must have the Organizes/Organizing Agent's prior written approval.

34. The use of laser products at the Exhibition requires prior approval in writing from the Organizer/Organizing Agent. Application for approval of such must be submitted to the Organizer/Organizing Agent at least two months before the Exhibition opening (except Equipment that does not have any exposed laser beam and that has already obtained relevant approvals from regulatory bodies, such as CD players and CD ROM drives).

35. No advertising or demonstration involving mass audience at the Exhibition will be allowed at the Exhibition Venue unless the Organizer/Organizing Agent's advance approval in writing is obtained.

36. Any musical performance, including the use of music recording, radio, video or T.V. broadcast of music, requires the permit or licence from:

The Composers and Authors Society of Hong Kong Ltd. (CASH)  
18/F, Universal Trade Centre, 3 Arbutnot Road, Central,  
Hong Kong  
(Tel: 2846-3268 , Fax: 2846-3261)

Phonographic Performance (South East Asia) Limited (IFPI)  
Unit 18A, Tower A, Billion Centre,  
No.1 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong  
(Tel: 2861-4318 , Fax: 2866-6869)

Hong Kong Recording Industry Alliance Ltd. (HKRIA)  
22/F, Shanghai Industrial Investment Building,  
48-62 Hennessy Road, WanChai  
Hong Kong  
(Tel: 2520-7000 , Fax: 2882-6897)

All fees and expenses in connection with application of the permit or licence are to be borne by individual Exhibitor concerned. A copy of the permit or licence must be submitted to the Organizer/Organizing Agent prior to the Exhibition opening. The Organizer/Organizing Agent reserves the right to inspect the original permit or licence.

37. Publicity Materials may only be distributed at the Exhibitor's own stand or shell booth. No advertising, demonstration or soliciting may be carried out elsewhere in the Exhibition Venue and no exhibits or advertising signs may be placed outside the confines of the Exhibition stand or booth unless special permission is obtained from the Organizer/Organizing Agent.

38. All materials used in the stand construction must be properly fire-proofed in accordance with local regulations. No Smoking will be permitted at anytime during set-up & dismantling period in any part of HKCEC.

39. Helium balloons are not permitted at the Exhibition Venue under any circumstances.

40. Exhibition stand must be stationed by at least one authorized and competent representative at all times during the Exhibition. Such representative must be fully familiar with the Exhibitor's products and/or services and is duly authorized to negotiate and conclude contracts for the sale of the Exhibitor's products or services. The Exhibitor must make sure that its representative complies with these Terms and Conditions and with directions that the Organizer/Organizing Agent or its agents may give during the Exhibition.

41. The Exhibitor warrants that the exhibits, the goods, the packaging and the Publicity Materials do not in any way violate or infringe any third party's rights including trade marks, copyrights, designs, names and patents whether registered or otherwise, and agrees to fully indemnify the Organizer/Organizing Agent, its agents and contractors against all costs, expenses and damages arising from any third party's claim of infringement of such third party's rights by the Exhibitor and/or the Organizer/Organizing Agent.

42. The Organizer/Organizing Agent is entitled to require the removal of or to remove, at the Exhibitor's expense, from any Exhibitor's stand or shell booth or any area or space made available to any Exhibitor, any goods, Publicity Material, exhibit, display or decoration that in the sole and absolute discretion of the Organizer/Organizing Agent is inappropriate, without any obligation to disclose its reason, and without any liability to the Exhibitor or any other person.

43. Repairs or alterations to the stand or displays may only be carried out during the non-exhibition hours and with prior agreement of the Organizer/Organizing Agent.

44. No stand or exhibit may be dismantled or removed before the official closing time on the final day of the Exhibition unless special permission has been given by the Organizer/Organizing Agent.

45. All audio-visual equipments used must not be located and operated in such a manner which would cause inconvenience or discomfort to other Exhibitors and visitors, affect the activities on the performance stage or give cause for reasonable complaints. All sound levels must be kept under 60dB. The Organizer / Organizing Agent reserves the right to appoint one or more exclusive audio-visual equipment suppliers from whom the Exhibitor is obliged to hire the equipment.

46. No Exhibitor may engage in or permit filming, sound or video recording, telecasting and broadcasting at the Exhibition Venue without prior written approval from the Organizer/Organizing Agent.

47. Auctioning is not allowed at the Exhibition Venue without prior written consent of the Organizer/Organizing Agent.

48. Full particulars of all exhibition personnel, agents or representatives of the Exhibitor must be submitted to the Organizer/Organizing Agent for approval and registration before they may be admitted as authorized personnel to the Exhibition Venue. All such authorized personnel approved by the Organizer/Organizing Agent will be issued official badges for identity and admission purposes. The Exhibitor must ensure that all authorized personnel

- (a) wear their badges noticeably while at the Exhibition Venue;
- (b) do not allow any other person to use their badges;
- (c) return their badges to the Organizer/Organizing Agent at the close of the Exhibition or, upon demand by the Organizer/Organizing Agent;
- (d) comply with these Terms and Conditions, and
- (e) comply with the directions of the Organizer/Organizing Agent during the Exhibition.

# TERMS & CONDITIONS

## Electricity

49. Only electricity can be used as light and power source at the Exhibition Venue. For safety reasons, multi-plug is strictly prohibited.
50. All electrical works will be carried out at the Exhibitor's expense by the official contractor appointed by the Organizer/Organizing Agent. Design plans or proposals for electrical installation must be submitted to the Organizer/Organizing Agent for approval on or before 17th June 2011. The Organizer/Organizing Agent may require amendments or changes to be made before approval and may reject any plan at its discretion.

## Publicity

51. The Organizer/Organizing Agent reserves the right to require the Exhibitor to stop immediately any inappropriate business or promotion activities in its discretion without disclosing any reason.
52. The Exhibitor will not disclose, appropriate or otherwise use, and will prevent its representatives at the Exhibition from disclosing, appropriating or otherwise using any technical or confidential information regarding the business or affairs of the Organizer/Organizing Agent or any other Exhibitor at the Exhibition acquired as an Exhibitor at the Exhibition.

## Waiver

53. The waiver by the Organizer/Organizing Agent of any of these Terms and Conditions at one time and situation will not prevent the subsequent enforcement of these Terms and Conditions at another time and situation and should not be considered to act as a waiver in respect of any subsequent breach. The Organizer/Organizing Agent reserves the right to take legal actions and demand compensations later on if deemed appropriate.

## Termination of Right to Exhibit

54. The Organizer/Organizing Agent has the right to terminate without notice an Exhibitor's right to exhibit at the Exhibition in any of the following events:
  - (a) if the Exhibitor or any of its representatives commits a breach of any Terms and Conditions; or
  - (b) if the Exhibitor enters into a liquidation, has receiver appointed over all or any part of its assets, or becomes bankrupt or insolvent; or
  - (c) if the Exhibitor conducts any activity which in the judgment of the Organizer/Organizing Agent does not conform to the nature and purpose of the Exhibition, or interfere with the Rights of other Exhibitors at the Exhibition; or
  - (d) if the Exhibitor is found to be displaying or selling materials that are considered to be objectionable with particular reference to explicit pornography and excessive violence; or
  - (e) if the Exhibitor is found to be displaying or selling material not according to the legal requirements in Hong Kong SAR, with particular reference to the infringement of intellectual property rights and treatment of Class II publications and Category III video products; or
  - (f) if the Organizer/Organizing Agent in its sole and absolute discretion decides that such right should be terminated.
55. In the event that an Exhibitor's right to exhibit in the Exhibition is terminated under 54(a), (b), (c), (d) or (e), the Exhibitor will have no claim for refund of any money paid to the Organizer/Organizing Agent.

56. The Organizer/Organizing Agent will refund the Exhibitor the unused portion of the rental paid in the event of a termination of the Exhibitor's right to exhibit under 54(f). The Exhibitor may have no other claim against the Organizer/Organizing Agent for any of its loss or damages in connection with such termination.

## Move-in and Move-out of Stand Materials and Exhibits

57. Exhibitor should move into the Exhibition Venue according to the Organizer/Organizing Agent's arrangements and within the time limits specified by the Organizer/Organizing Agent.
58. The arrangement and costs for the transporting of materials and goods to and from the Exhibition Venue, and for the receiving, decorating, and removing of such are entirely the responsibility of the Exhibitor.
59. No trolleys/dollies are allowed in any carpeted areas of the Exhibition Venue.
60. The Organizer/Organizing Agent reserves the right to appoint one or more exclusive contractors to handle the movements of all goods and exhibits in and out of the Exhibition Venue to and from the loading area, whereupon the Exhibitor will be obliged to hire the services of such exclusive contractor(s).
61. The Organizer/Organizing Agent is unable to provide free storage facilities on-site for packing cases, surplus materials, or other property of the Exhibitors. If such service is needed, a rental fee will be applied.
62. All exhibits, stand materials and the like should be removed immediately after the closing of the Exhibition according to the arrangements and within the time limits specified by the Organizer/Organizing Agent. Any exhibit or stand material left behind at the Exhibition Venue will be deemed abandoned and will be disposed of by the Organizer/Organizing Agent at the expense of the Exhibitor concerned. All proceeds (if any) of such disposal will be retained by the Organizer/Organizing Agent.

## Exclusion of Liability

63. Except death or personal injury caused by the negligence of the Organizer/Organizing Agent or its employees, the Organizer/Organizing Agent, its employees, agents, representatives or contractors will not be liable in any way regarding loss, injury or other damages, suffered by or caused to the Exhibitor, its employees, agents, representatives, contractors or the goods or other properties of the Exhibitor or visitors.
64. The Organizer/Organizing Agent will not be responsible in any manner for the consequences of any contract or commercial transaction made during or as a result of the Exhibition.
65. The Exhibitor undertakes to indemnify and at all times thereafter to keep the Organizer/Organizing Agent, its employees and agents indemnified against all liabilities, actions, proceedings, claims, damages, costs and expenses which it may suffer or incur by reason of or in relation to this agreement or by any breach by the Exhibitor of these Terms and Conditions.
66. The Exhibitor must effect sufficient insurance that covers, but not limiting to, its goods, displays, exhibits, stands and decorations against losses or damages by theft, fire, public (including occupier's liability) and natural causes and should produce such insurance policy to the Organizer/Organizing Agent upon request.
67. The Exhibitor should obtain insurance policy to cover itself against all potential liabilities imposed on it in these Terms and Conditions as well as possible legal liabilities for negligence, and should produce such insurance policy to the Organizer/Organizing Agent upon request. The Exhibitor is fully liable for any loss or damage caused by any act or omission of the Exhibitor, its employees, agents or representatives to any property of the Exhibition Venue, other Exhibitors, visitors or the Organizer/Organizing Agent.

# TERMS & CONDITIONS

68. The Organizer/Organizing Agent reserves the right to exercise a general lien over any property the Exhibitor has in the Exhibition Venue regarding all monies due to the Organizer/Organizing Agent (including claims for damages) in connection with the Exhibition.
69. The Exhibitor agrees to exempt the Organizer/Organizing Agent and Hong Kong Convention and Exhibition Centre from, and indemnify them against all liabilities whatsoever incurred from any complaint lodged or proceeding instituted by any person arising from the participation of the Exhibitor, in particular regarding food and beverages provided by the Exhibitor.

## Food and Beverage

70. According to the regulations of HKCEC, no outside food and beverages are allowed to be taken inside the Exhibition Venue. Simple snacks and drinks will be available for purchase at the Food Court inside the Exhibition Hall.

## Cancellation of Exhibition

71. The Organizer/Organizing Agent reserves the right to cancel, alter in features, scale, dates, hours or duration of the Exhibition at any time without incurring any liability to the Exhibitor due to circumstances outside the Organizer/Organizing Agent's control including but not limited to weather conditions, natural disasters, war, embargo, civil unrest, legal proceedings or government regulations that make it impossible or impractical for the Organizer/Organizing Agent in its absolute discretion to hold the Exhibition. The Exhibitor may have no claim against the Organizer/Organizing Agent, its agents or representatives, whether of loss or damages, or refund of all or part of any money paid by the Exhibitor in the event of any cancellation or alteration made in accordance with this provision.
72. The Organizer/Organizing Agent reserves the right to change the plan, site features or venue of the Exhibition at any time without giving prior notice or reason to the Exhibitor. Proportional allowance for rental may be made if deemed appropriate by the Organizer/Organizing Agent in its absolute discretion but it will not be liable for any further compensation to the Exhibitor.

## Crowd Control

73. An Exhibitor must:
- at least one month prior to the opening of the Exhibition, provide the Organizer/Organizing Agent in writing with details of any activity or promotion to be undertaken by or on behalf of the Exhibitor within the Exhibition Venue that is likely to attract a gathering of a material number of people;
  - obtain the Organizer/Organizing Agent's written approval before undertaking any such activity or promotion; and
  - conduct all kinds of activities involving stars and celebrities on the official stage(s) or at other areas designated by The Organizer/Organizing Agent. Exhibitor have to book in advance for stage sessions.
  - comply with any attached or additional conditions imposed by the Organizer/Organizing Agent.

Any such activity or promotion undertaken without prior approval or deemed to be dangerous or presenting inconvenience to other Exhibitors or visitors may be banned by the Organizer/Organizing Agent at any time.

## Additional Terms and Conditions

74. The Organizer/Organizing Agent reserves the rights to interpret, alter and amend these Terms and Conditions and to issue additional terms and conditions at any time considered necessary for the orderly opening and operation of the Exhibition. All interpretations of these Terms and Conditions and any additional terms and conditions by the Organizer/Organizing Agent will be final. All additional terms and conditions should be considered part of these Terms and Conditions and the Exhibitor will be bound by them. In the event of conflict between the existing Terms and Conditions and the additional terms and conditions, the additional terms and conditions will prevail.
75. The Exhibitor should abide by the rules and regulations of the Exhibition Venue which are deemed to be an integral part of and incorporated into these Terms and Conditions. In the event of conflict between the rules and regulations of the Exhibition Venue and these Terms and Conditions, these Terms and Conditions will prevail. Copy of the Terms and Conditions of the Exhibition Venue is available from the Organizer/Organizing Agent on request.

## Governing Law

76. These Terms and Conditions will be governed by and construed in all respects in accordance with the Laws of the Hong Kong SAR. The Exhibitor irrevocably submits to the non-exclusive jurisdiction of the Hong Kong SAR Courts.

