

2011 第十三屆香港動漫電玩節

條款細則 - 附加條款 A - H

A. 違規罰款按金 (所有參展商適用)

在照顧公眾安全的大前提下，香港會議展覽中心（下稱“會展中心”）及香港動漫電玩節（下稱“大會”）將嚴格執行有關展覽場地內公共空間及管理人流的所有措施。由2011年開始，大會需要先向會展中心預先繳付「違規罰款按金」(Performance Bond)，作為對會場內遇有參展商違反參展規則時徵收罰款之用。為此，由今年開始，大會將向各參展商預收「違規罰款按金」，條款詳列如下。

A.1 由2011年開始，所有參展商須預先繳交「違規罰款按金」，作為承諾按照大會所有規則參展。如違反大會任何參展規則（包括但不限於：佔用公共空間、未能有效管理排隊人龍、音響聲浪造成干擾，等等），大會有權每次徵收「違規罰款」，並保留追究責任之權利。

A.2 「違規罰款」與「違規罰款按金」金額按以下方式計算：

租用 50 平方米或以下者每次違規罰款\$7,000，並須預先繳付按金\$7,000。

租用 50 平方米以上者每次違規罰款 HK\$14,000，並須預先繳付按金 \$14,000。

A.3 徵收罰款之程序

A.3.1 大會工作人員發現任何違規情況，將給予口頭警告，並要求參展商於十分鐘之內糾正；大會工作人員會即時發出通知書，由參展商負責人簽收或張貼於攤位任何部分作為紀錄。逾時未能糾正者，大會將即時從「違規罰款按金」內徵收罰款一次，並保留追究責任之權利。

A.3.2 在被徵收罰款後，參展商須於三十分鐘內以現金補回相同金額的「違規罰款按金」，如未能按時辦妥，屬於嚴重違規，大會有權終止其參展資格，不得繼續展出。

A.3.3 徵收違規罰款的精神在於保障公眾安全，並不代表在繳付罰款之後參展商便可排除此等責任，故參展商若繼續違規，不予改善，大會有權即時終止其參展資格，並追究相關責任。

A.3.4 任何「違規罰款按金」未被扣除之部分，將於展期完畢後一個月內退還參展商。

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B. 參展商佔用公共空間

B.1 參展商只可以在其租用攤位面積內擺放物品與進行推銷工作，不可有佔用公共空間之行為（包括將任何物品放置在展位以外的地方、或促使工作人員，包括代言人、模特兒、吉祥物等，在展位以外的地方推銷或派發傳單等）。如觸犯此條，大會將按上述 A 段之程序徵收罰款。

C. 展位前觀眾排隊的安排

鑑於部分參展攤位前的排隊人數眾多，阻塞大會通道造成人流安全問題，或嚴重影響附近攤位的營運，大會現修訂有關守則如下：

- C.1 除大型攤位已於租用前預訂排隊空間外，所有參展商須按每租用 9 平方米展位面積只可讓 10 人排隊計算，餘此類推。
- C.2 如排隊人數超越限數，參展商必須自行管理人流以使攤位前不會聚集過量觀眾。
- C.3 如排隊人數超越限數，而參展商未能及時妥善管理，大會有權代為執行，一切相關費用包括保安人員費用及大會行政費用等等，全部由參展商負責。
- C.4 同樣道理，如大型攤位所預訂的排隊空間不能容納所有排隊人群，亦須按照上述 (C.2) 及 (C.3) 項規則處理。
- C.5 大會亦會因應個別參展商之情況，與個別參展商共同制訂排隊措施包括預先安放鐵馬、加派保安員及工作人員管理人龍等。人手及設施費用由參展商負責。
- C.6 參展商如未能有效管理排隊人龍，大會將按上述 A 段之程序徵收罰款。

D. 特別宣傳活動

會展中心與大會合約條款訂明，由 2011 年開始，參展商如舉辦有機會引致大量人流聚集的特別宣傳活動（例如出售限量產品、知名人物出席現場宣傳等），必須於開展前一個月向大會提交詳細活動內容（例如出售限量貨品的模式和數量、舞台節目表、出席的知名人物名單等），大會將轉交會展中心審批。未得會展中心批准者不得舉行。

若參展商隱瞞、虛報、或未經大會及會展中心批核而進行特別宣傳活動，大會將按上述 A 段之程序徵收罰款。遇有情況嚴重者，大會有權即時終止其參展資格，並追究相關責任。

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E. 知名人物出席現場宣傳之特別安排

- E.1 鑑於人流安全問題，參展商如安排知名人物例如名人、著名藝人或模特兒等出席現場宣傳，必須預先申報，並於開展一個月前提交活動內容例如活動時間、內容及出席的公眾人物名單等，大會將會轉交會展中心審批。
- E.2 如參展商計劃邀請知名人物例如名人、著名藝人或模特兒等在自設舞台上活動，必須在大會指定之範圍內租用展位，有關指定範圍之細節，可向大會查詢。相關之額外保安費用，由參展商負責。
- E.3 參展商亦可租用大會舞台進行宣傳活動，請向大會查詢租用詳情。大會舞台時段有限，先租先得。

F. 場內展位自設舞臺的規格

參展商在其攤位範圍自設舞台，往往吸引大量觀眾在攤位前聚集並長時間停留，引致阻塞大會通道造成人流安全問題，或影響附近攤位的營運，大會現修訂有關守則如下：

- F.1 必須租用 90 平方米（10 格標準攤位）或以上才可在攤位內自設舞台。
- F.2 位於主要出入口附近之攤位，不准自設舞台。
- F.3 舞台面積必須在 3 x 2 米以上，台面離地最少 0.5 米。
- F.4 舞台邊沿與攤位外圍邊線最少距離 2 米，預留空間容納台前觀眾，不可阻塞大會通道及影響附近攤位的營運。
- F.5 音響設備的聲量須考慮附近攤位的營運及觀眾的接受程度，大會認為音量覆蓋範圍沒有需要超越 10 米的距離。使用超低音音箱者尤其須要注意，不要對長時間在附近工作的人員造成干擾。
- F.6 大會在開展前會派專人檢查各攤位之音響設備並與參展商設定最高輸出水平；大會在展覽期內會派專人巡查，如發現超出預設之最高輸出水平，大會作出口頭警告後仍繼續違反者，大會將按上述 A 段之程序徵收罰款，並保留追究責任之權利。
- F.7 參展商不能邀請知名人物例如名人、著名藝人或模特兒等在自設之舞台上活動。如有需要，必須按 E 段之安排執行。

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G. 場內展位自設舞台的節目編排

- G.1 由於相鄰攤位有可能各自設置舞台，如在同一時間舉行吸引大量觀眾圍觀的舞台活動，不但聲浪互相干擾，影響各自宣傳效果，雙方觀眾更會互相擠壓，嚴重阻塞通道，影響保安人手編配及做成人流安全問題。為避免節目衝撞，參展商必須預先提交舞台節目時間表，以方便大會進行協調，希望各參展商通力合作，以取得最佳宣傳效果。

H. 展前場外排頭位人士之識別措施

會展中心與大會合約條款訂明，由 2011 年開始，參展商如舉辦有機會引致大量人流聚集的特別宣傳活動，例如出售限量產品，必須於開展前一個月向大會提交詳細活動內容（例如出售限量貨品的模式和數量），大會將轉交會展中心審批。未得會展中心批准者不得舉行。

為確使於展前已在場外排頭位輪候的人士能優先購買展商之限量產品（或優惠），以及方便參展商識別排頭位人士，大會在展覽期內每天執行以下措施：

- H.1 每天於開展前向排頭位人士派發「排頭位」咭，以茲識別。
- H.2 「排頭位」咭大致是啤牌大小之咭紙一張（樣本稍後提供）。
- H.3 派發「排頭位」咭的數量暫定為每天 300 張，視乎實際需要而增加。
- H.4 「排頭位」咭只作識別之用，不保證持咭人士必能買得任何限量產品。
- H.5 大會在展前作合適的宣傳，並於排隊鐵馬展示這項安排，故請各參展商與大會合作，優先接待持有「排頭位」咭人士，以示公允。
- H.6 觀眾出示「排頭位」咭並購物時，請參展商收回該「排頭位」咭並撕毀。
- H.7 大會在首批持「排頭位」咭觀眾入場前一分鐘，宣佈「首批觀眾即將入場」。
- H.8 大會在所有持「排頭位」咭觀眾入場後，宣佈「其餘觀眾即將入場」。

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A. Performance Bond (applicable to all exhibitors)

With public safety as prime concern, the Hong Kong Convention and Exhibition Centre (HKCEC) and the Ani-Com & Games Hong Kong (ACGHK) will strictly enforce all terms and conditions related to the use of public areas and crowd management. Starting from 2011, an amount of Performance Bond is required if ACGHK is to be licensed in HKCEC. Violation of terms and conditions by exhibitors will result in deduction of the Performance Bond. In the same spirit as HKCEC's application of the Performance Bond, the Organizer will apply the same practice to all exhibitors. Details are as follows.

A.1 Starting from 2011, an amount of Performance Bond shall be paid by all exhibitors upon signing of the Booth Rental Contract. Violations of terms and conditions (including but not limited to unauthorized use of aisle space and public areas, failure in queue management, failure in Audio-visual noise control etc) will result in deduction of Performance Bond per incident of violation. The Organizer reserves the right to claim against exhibitors for any loss or damages.

A.2 Performance Bond to be deposited by exhibitors with rental areas of 50 square metres or below is HK\$7,000. Performance Penalty per incident of violation will be of the same amount.

Performance Bond for rental areas of over 50 square metres is HK\$14,000. Performance Penalty per incident of violation will be of the same amount.

A.3 Execution of Performance Penalty

A.3.1 Verbal warning will be given to an exhibitor when an incident of violation arises and a 10-minute period will be granted to correct such breach. A warning in writing has to be signed and received by the exhibitor, or shall be posted in the rented area. Performance Penalty will be deducted from the Performance Bond immediately if such breach is not corrected after 10 minutes. The Organizer reserves the right to claim against exhibitors for any loss or damages.

A.3.2 An exhibitor whose Performance has been deducted must deposit the same amount to the Organizer within 30 minutes. If not, the Organizer reserves the right to terminate the exhibitor's right to exhibit.

A.3.3 The application of Performance Bond is aimed at protecting public safety. The deduction of Performance Bond does not remove any obligation from exhibitor to comply to all terms and conditions. If incidents of violation persist, the Organizer reserves the right to terminate the exhibitor's right to exhibit and to claim against exhibitor for any loss or damages.

A.3.4 Performance Bond which has not been deducted shall be refunded to exhibitor in one month after 2011 ACGHK.

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B. Unauthorized use of aisle space and public area

All kinds of sales and promotion activities (including but not limited to promoters, models and mascots etc) and all exhibits must be restricted within exhibitor's paid rental area. Violation of these terms and conditions will be treated in the same way as stated in Clause A.

C. Queue management of exhibitor's rented area

Heavy queuing in front of booths will not only create public safety problems but will also affect the normal operations of neighbouring booths. Exhibitor must comply to the following:

- C.1 Apart from exhibitors who have pre-arranged queuing areas with the Organizer, the length of queue allowed is determined by "10 persons per 9 sqm rented area" basis.
- C.2 When queue length exceeds the above standard, the exhibitor is responsible for managing the queue to avoid overcrowding.
- C.3 When queue length exceeds the above standard and the exhibitor fails to manage, the Organizer reserves the right to manage the queue. Exhibitor is responsible for all expenses incurred.
- C.4 Clauses C3 and C4 are applicable to exhibitors who have pre-arranged queuing areas.
- C.5 To ensure effective queue management, the Organizer can help individual exhibitors to impose appropriate arrangements such as stationing of mill barriers and security guards. Exhibitor is responsible for all expenses incurred.
- C.6 Performance Penalty as listed in Clause A will be executed when exhibitor fails to control and manage individual queues.

D. Special promotions

Listed in the 2011 licensing agreement, ACGHK and all exhibitors must notify HKCEC of all special promotion activities (including but not limited to sales of limited edition items, on-site activities that involve celebrities and public figures etc). Details of special promotions (such as samples and quantities of limited edition items to be sold, activity schedules and lists of attending celebrities and public figures) must be submitted to the Organizer one month before ACGHK. These details will be submitted to HKCEC for approval. Special promotions not approved by HKCEC are not permitted to be carried out in ACGHK.

Performance Penalty as listed in Clause A will be executed when exhibitor carries out special promotions not approved by HKCEC. The Organizer reserves the right to terminate the exhibitor's right to exhibit immediately and to claim against exhibitor for any loss or damages.

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E. Special arrangements for celebrities and public figures attending ACGHK

- E.1 Due to public safety concern, exhibitor must notify the Organizer of activity schedules and lists of attending celebrities and public figures one month before ACGHK. These details must be submitted to HKCEC for approval.
- E.2 Due to public safety concerns, in-booth stage activities that involve celebrities and public figures are only allowed in designated rental areas. Exhibitors with such promotion plans please contact the Organizer for details. The exhibitors are responsible for extra security expenses incurred.
- E.3 Activities involving celebrities and public figures can be carried out on the ACGHK main stage. Please contact the Organizer for details and rental charges. Availability is on a first come first served basis.

F. Regulations for In-Booth stage

Performance on in-booth stages will attract large number of spectators which can lead to public safety problems and affect normal operations of neighbouring booths. Please note the following terms and conditions.

- F.1 In-booth stage is allowed for exhibitors with rented areas of 90 square metres or above.
- F.2 In-booth stage is not allowed in rented areas which are close to main entrances and exits of the exhibition hall.
- F.3 Size of in-booth stage must be at least 2m x 3m; stage must be raised at least 0.5m above ground.
- F.4 Stage front must be at least 2m behind the border of rented area, leaving enough space for audience to avoid overcrowding in public aisles and affecting normal operations of neighbouring booths.
- F.5 Sound level of audio-visual equipment must be kept at reasonable levels to avoid affecting normal operations of neighbouring booths. The Organizer recommends that sound coverage should not exceed a distance of 10m. Special attention must be paid to the use of sub-woofers to avoid becoming a nuisance.
- F.6 Before the opening of ACGHK, AV technicians authorized by the Organizer will set the “highest output level” for individual exhibitors. Within exhibition hours, if the output level is found to be exceeding the set limit, Performance Penalty will be executed as listed in Clause A.
- F.7 Celebrities and public figures are not allowed to participate in in-booth activities. Please refer to Clause E for special arrangements for such needs.

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G. In-booth stage performance scheduling

G.1 Clash of in-booth stage performances by neighbouring booths will not only induce public safety and crowd management problems but will also affect individual promotions. To avoid such problems, exhibitors are requested to submit in-booth stage schedules prior to the opening of ACGHK. The Organizer will check and help neighbouring exhibitors in re-scheduling.

H. First-comer identification

Listed in the 2011 licensing agreement, all exhibitors must notify HKCEC of all special promotion activities including but not limited to sales of limited edition items. Details of special promotions (such as samples and quantities of limited edition items to be sold) must be submitted to the Organizer one month before ACGHK. These details will be submitted to HKCEC for approval. Special promotions not approved by HKCEC are not permitted to be carried out in ACGHK.

The Organizer has the following arrangements to help exhibitors identify the first comers in the queue and serve them with priority.

- H.1 First comer cards will be distributed every day before 10am to the front-most visitors in the queue waiting outside the exhibition hall.
- H.2 Sample of the first comer card will be provided later.
- H.3 300 first comer cards will be distributed every day. More cards will be distributed if needed.
- H.4 The first comer card serves only as an identification. There is no guarantee that the bearer will be able to buy any of the limited edition items.
- H.5 The Organizer will announce to the public about the details of first comer cards. Exhibitor's cooperation in serving first comer card bearers with priority is much appreciated.
- H.6 When visitor presents his/her first comer card upon purchasing, please collect and destroy the card immediately.
- H.7 One minute before the entrance of first comer card bearers, there will be an announcement in the exhibition hall.
- H.8 After all first comer card bearers have entered the hall, another announcement will be broadcast.