

3.2. Intellectual Property Rights

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS AT HKTDC EXHIBITIONS

Exhibitors' Brief

The Hong Kong Trade Development Council (referred to below as “TDC”, “Organiser”, “we”, “our” or “us”), 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 (“Exhibitors”), is drawn to Clause 43 of the conditions of participation, setting out rights and obligations of exhibitors at HKTDC exhibitions, which is set out below for ease of reference:

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.

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 representatives, parent, associate, affiliated, and/or subsidiary companies and/or any brand(s) which it or they represented, represents or may represent from any or all future 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.

If a complainant ("**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 on-call 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 Legal Advisors on site will specify the kind of documents and other evidence necessary to support a complaint.
4. If the Legal Advisor is satisfied, on the basis of the documents provided, that the Complainant’s intellectual property rights are valid and have been infringed by the display of the Exhibitor’s product or material in dispute at the Fair, a TDC 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, TDC 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 Fair unless he/she can adduce evidence to show to the satisfaction of the Legal Advisors 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 TDC for its records.
8. If the TDC 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 TDC under paragraphs 6 and/or 7 and/or 8 above, TDC shall have the right and power, in its sole and absolute discretion, to ban the Exhibitor and any of its representatives, parent, associate, affiliated and/or subsidiary companies, from any or all future TDC exhibitions.
10. TDC staff will visit any booth in respect of which a complaint has been received and accepted by TDC’s Legal Advisors, 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, TDC shall have the right and power, at its sole and absolute discretion, to immediately terminate the right of participation in the Fair in question of the Exhibitor and any of its representatives, parent, associate, affiliated and/or subsidiary companies without any refund of the participation fee already paid , and to ban the Exhibitor and any of its representatives, parent, associate, affiliated and/or subsidiary companies from any or all future TDC exhibitions.

Penalties

An exhibitor and any of its representatives, 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 any 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 Legal Advisors:

- 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; or any service supplied or offered to be supplied to a consumer;
- (ii) supplies or offers to supply any goods, or any services to consumers, 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.

Further, any person who engages in relation to a consumer any unfair trade practices (including but not limited to any commercial practice that is a misleading omission, or is aggressive, or constitutes bait advertising, bait and switch, or wrongly accepting payment) 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

Option 1: An affidavit of copyright ownership and subsistence made by the owner of the copyright work pursuant to Section 121 of the Copyright Ordinance (Cap. 528 of Laws of Hong Kong) - for reference purposes, a template affidavit is available for download at: [\[http://tpwebapp.hktdc.com/fair/Multi_fairs/pdf/Copyright/2.pdf\]](http://tpwebapp.hktdc.com/fair/Multi_fairs/pdf/Copyright/2.pdf)

Option 2: If the Complainant owns and provides its original evidence for all of the below items 4-6 as evidence, and provide information and evidence of **all** of the following:-

1. date and place that the work was first made or first published;
2. name of the author of the copyright work;
3. Name if the owner of the copyright work;
4. **original** copyright work (e.g. design drawings, sketches, etc) - **NOTE:** copies, including photocopies or computer copies will **not** be accepted;
5. **original** evidence on proof of ownership of the copyright work- for example, in the event the author of the works is an employee of the Complainant, that employee's contract of employment; or in the event the author of the copyright work is not the Complainant nor its employee, copyright assignment evidencing the assignment of copyright from the author to the Complainant; and
6. original evidence of the date of (i) the first sale of the product/article to which the copyright work relates (e.g. invoices, shipping documents, etc) or (ii) the first publication of the copyright work, and such evidence must clearly identify the product/article in question

For any complaint made under Option 2, complainants will also be required to complete, provide and confirm all the above information and evidence in a standard-form checklist (which is available for download at [\[http://tpwebapp.hktdc.com/fair/Multi_fairs/pdf/Copyright/1.pdf\]](http://tpwebapp.hktdc.com/fair/Multi_fairs/pdf/Copyright/1.pdf) or to be provided by TDC at the time of the complainant's filing of the complaint). If any of the required information and/or evidence is missing or otherwise incomplete, or if any of the information and/or evidence provided are, in TDC's opinion, unreliable, conflicting, false or inaccurate in any manner, the relevant complaint will not be processed or will be rejected.

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. (**NOTE:** foreign registrations will **not** be accepted)

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. (**NOTE:** foreign registrations will **not** be accepted)

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. (**NOTE:** foreign registrations will **not** be accepted)
2. If the patent relied on is a short-term patent, either one of the following in respect of the patent:

- A. Original or certified copy of a Certificate of Substantive Examination in Hong Kong;
 - B. Original or certified copy of a request for substantive examination filed with the Hong Kong Registrar of Patents, together with a written confirmation that the request has not yet been determined, rejected or terminated; or
 - C. Original or certified copy of a certificate granted by the Hong Kong court certifying that the claims of the patent sought to be relied on by the Complainant is valid.
3. A written opinion from following individual(s) that the Hong Kong patent is valid and infringed by the display of the Exhibitor's product or material in dispute during the Fair with clear and specific reference to the alleged infringing product in question:
- A. A certified or registered patent agent or attorney so certified or registered in a jurisdiction outside Hong Kong and providing patent agency services in Hong Kong; and/or
 - B. Hong Kong qualified lawyer experienced in the patents field.

And any other evidence that the 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 the Organiser finds that an Exhibitor is using less than 60% of its display area exhibiting the appropriate product under a designated product category zone, the Organiser has the absolute right and discretion to demand that the Exhibitor immediately relocate and/or to terminate its participation in the Exhibition, without any recourse against the Organiser.

3.5 Exhibitor Badges, Contractor Badges & e-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 12** in “**Additional Facilities and Services Order Form Booklet**” to the Organiser on or before **10 July 2023**. 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 **e-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 multiple uses and is valid on move-in and move-out dates stipulated by the Organiser.

The number of exhibitor badges issued to Exhibitors is in proportion to the size of the exhibition stand according to the following scale:

Booth Area (sqm)	No. of Exhibitor Badges
9-15	5
16-30	10
31-45	20
46-60	30
61 or more	40

One e-Vehicle Pass will be issued to each Exhibitor for entering the loading and unloading bay of the Hong Kong Convention and Exhibition Centre.

The e-vehicle pass must be displayed on the windscreen and is only valid during the period as indicated. Should Exhibitors require additional quantity of pass, please apply in writing to the Organiser on or before **1 July 2023**.

Exhibitors requiring the use of the **40 ft. container size lifts** for the transport of bulky stand materials should apply in advance with the HKTDC for **special vehicle permits**.

Please note that vehicle passes are **not** parking permit. All vehicles / trucks must leave the loading bay after the loading of their exhibits.

3.6. Special Move-in and Move-Out Arrangement

Special traffic arrangements will be implemented to minimise pressure to traffic caused on the move-in day (16 August 2023) and move-out day (19 August 2023) of the HKTDC Hong Kong International Tea 2023. These measures would be beneficial to both our valued exhibitors as well as the general public. Exhibitors are recommended to pay attention to the details of the new arrangement as below:

Special Move-in Arrangement

All roads of the Hong Kong Convention and Exhibition Center (HKCEC) will be blocked off for move-in from **9:00 a.m. on 16 August 2023 (move-in day)**. Control point will be set-up at the entrance, only the following vehicles will be allowed to enter HKCEC Phase II:

i) Large Vehicle / Lorry / Light Goods Vehicle

Goods vehicles will only be allowed to enter into the HKCEC loading areas with

a. Vehicle Permit issued by HKTDC AND

b. Trip Ticket issued at the designated vehicle marshalling area

Move-in procedure

1. Hong Kong Trade Development Council (HKTDC) issues a Move-in e-Vehicle Permit (16 August 2023) to all exhibitors.
2. Before proceeding to the HKCEC loading area, all vehicles **MUST** first report to the designated vehicle marshalling area according to the time specified on the vehicle pass issued by HKTDC. The vehicle marshalling area will be opened at 8:00 a.m. until all the move-in activities finished. The exact location of the vehicle marshalling area to be announced.
3. Upon arrival at the vehicle marshalling area, the drivers **MUST** first present the Vehicle Permit issued by HKTDC, queue up and wait for further instructions given from the attendant of HKCEC. The waiting time at the vehicle marshalling area may vary and would depend on the total number of vehicles, move-in speed and the prevailing traffic condition.
4. According to the traffic condition, a **Trip Ticket** will be issued to the drivers at appropriate time. The driver must then proceed to HKCEC loading area via Expo Drive **within 2 hours** with *a) **HKTDC Vehicle Permit AND** b) **Trip Ticket**.*
5. Drivers **failing** to present the above 2 permits will **NOT** be allowed to enter into HKCEC loading area.

ii) Private Car / Taxi

Move-in procedure

Private cars and taxis entering HKCEC Phase II will **NOT** be required to present any Vehicle Permit nor report to the vehicle marshalling area. However, drivers must enter HKCEC Phase II **via Expo Drive** (opposite to Grand Hyatt Hong Kong) and unload their goods at the Expo Drive Entrance. **NO waiting or parking at the HKCEC Phase II is allowed.**

Special Move-Out Arrangement

Exhibitors may use their own vehicles or other forwarder's service. A move-out permit with entrance time of **"After 5:00 p.m."(19 Aug 2023)** would be issued to each request accordingly in **early August** with the following details: -

i) Large Vehicle / Lorry / Light Goods Vehicle

Entries of the HKCEC will only be allowed to the vehicles with

a. Vehicle Permit issued by HKTDC AND

b. Trip Ticket issued at the designated vehicle marshalling area

Move-out procedure

1. Hong Kong Trade Development Council (HKTDC) issues a Move-out Vehicle Permit to exhibitors. On 19 August 2023 (move-out day), **Goods vehicles (Large Vehicle / Lorry / Light Goods Vehicle)** should arrive HKCEC, according to time showed on the issued vehicle permits (**i.e. After 5pm**) and driver **MUST** first present the Vehicle Permit issued by HKTDC, queue up and wait for further instructions given from attendant of the HKCEC.
2. If the vehicle marshalling area becomes overloaded, further measures will be implemented at discretion.

ii) Other Transportation

Private vehicles and **taxis** will be allowed to enter into the HKCEC at the discretion of the traffic control attendants during the move-out period. No waiting or parking at the HKCEC is allowed.

[According to the traffic conditions, the police may implement traffic diversions at the vicinity of HKCEC on the move-in and move-out day.]

3.7. 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 5pm on 19 August 2023.

3.8. Confidential Questionnaires / Move-out Permits

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. **19 August 2023**.

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.

3.9. 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.

3.10. 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>
- (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 (For recorded music only)
Units 907-909, 9/F., FTLife Tower, 18 Sheung Yuet Road, Kowloon Bay, Kowloon, 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 those two organisations directly by completing the **Forms 17-19 in “Additional Facilities and Services Order Form Booklet”** and return them before the Fair.

3.11. Sound Level / Loud Hailers

Exhibitors are not permitted to use voice amplifying equipment at the fairground, including loud hailer, microphone and megaphone. This is to assure an amicable environment for visitors joining the Fair. Exemption of use will be granted at the discretion of HKTDC on case by case basis. Exhibitors could send in their written applications to HKTDC at least 30 days prior to the first day of the show. In the application, reasons for use and descriptions of the equipment should be provided.

For Exhibitors using other audio-visual equipment in their booths, please keep the sound level at 80db (A) or below. This is to minimize the inconvenience caused to other exhibitors and visitors. HKTDC will conduct onsite inspections on the sound level at the fair ground. Should there be violations found, the Exhibitors concerned will be served with warnings. Upon serving the third warnings, HKTDC has the discretion to discontinue activities concerned. If Exhibitors fail to adhere to HKTDC's instruction, HKTDC has the discretion to discontinue the exhibition of the Exhibitor concerned and the Exhibitor shall not receive any refund or compensation.

Exhibitors are responsible for supervising the actions of all visitors and employees operating audiovisual equipment located in their exhibit area.

Exhibitors should also put their audio-visual equipment inside their booths with a minimum of set back of 1m from the booth boundary. HKTDC will conduct onsite inspections during the fair. HKTDC reserves the right to halt any use of the equipment if there is exhibitor fails to comply with the regulations.

3.12. 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.

3.13. Use of Booths

All booths must be properly manned, displayed and furnished with exhibits at all times during the Fair. The fair is only open to trade buyers aged 18 or above on 17-18 August 2023. **No retail sales are allowed in the trade days (17-18 August 2023) of the exhibition.**

3.14. Admission

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. **No exhibitor and visitor under 18 will be admitted** on the trade days of the exhibitors.

3.15. 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. The Exhibitors are also required to comply with Section 40 of the Employees' Compensation Ordinance, Cap.282 ("ECO") to cover their liabilities both under the ECO and at common law for injuries at work in respect of all their employees, irrespective of the length of employment contract or working hours, full time or part time, permanent or temporary employment.

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.

3.16. 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.

3.17. 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

- 1) Exhibitors should always behave in a courteous and business-like manner throughout the exhibition. They must pay due respect to visitors and other exhibitors.
- 2) 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 & 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 and Black Rainstorm Warning Signal

All exhibitors are requested to note the following emergency measures which will be implemented in case Typhoon Warning Signal No. 8 or above or Black Rainstorm Warning Signal is hoisted during the fair period of the HKTDC International Tea Fair.

A. Special Arrangements for Tropical Cyclone Warning Signal

I. During Move-in, Move-out

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

2.1 17-19 August 2023

If a Pre-No. 8 Special Announcement is issued before 8:15am, the fair will remain closed. In the rare situation when a Tropical Cyclone Warning Signal No. 8 (or above) is issued before 8:15am without a Pre-No. 8 (or above) Special Announcement, the same arrangement will apply.

2.2 17 to 19 August 2023

If a Tropical Cyclone Warning Signal No. 8 is cancelled at or before 2:00pm, the fair will re-open to the public two hours after the Tropical Cyclone Warning Signal No. 8 is cancelled. Exhibitors will be allowed to enter the fairground for preparation 30 minutes after 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. 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 make an announcement, urging the public not to go to the exhibition centre. The ticket office will close and no further admissions will be allowed 30 minutes after the pre-announcement is made. 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 make an announcement, urging the public not to go to the exhibition centre. The ticket office will close and no further admissions will be allowed. Exhibitors and visitors will be requested to leave the exhibition venue immediately.

B. Special Arrangements for Black Rainstorm Warning Signal

I. During Move-in, Move-out

1. 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. From **17 to 19 August**, if a Black Rainstorm Warning Signal is **issued before 8:15am**, the fair will remain **closed**.
2. From **17 to 19 August**, if a Black Rainstorm Warning Signal is **cancelled at or before 2pm**, the fair will re-open to the public **two hours after** the Black Rainstorm Warning Signal is cancelled. Exhibitors will be allowed to enter the fairground for preparation **30 minutes after** 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. The fair, however, will remain closed if the Black Rainstorm Warning Signal is **cancelled after 2pm**.

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 will be encouraged to stay in the exhibition venue for their own safety.

C. Insurance

1. 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. For details, please refer to point 70 and 72 under "Rules & Regulations"

D. Other Issues

1. Admission tickets (including VIP tickets and complimentary tickets) that cannot be used because of the temporary closure of the fair may be used during the remaining fair days. Alternatively, ticket holders can request a refund upon presentation of unused valid tickets. Refund arrangements will be announced and handled after the fair. VIP tickets and complimentary tickets are not eligible for refunds.
2. 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 questions concerning the above arrangements.
3. Implementation of the above special arrangements may be adjusted at the time, depending on the actual conditions or upon request by the police officer in charge or security unit of the Hong Kong Convention and Exhibition Centre. 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 (Instrument No. A401)

Section 4 National flag and national emblem not to be used inappropriately etc.

1. A national flag or a national emblem which is damaged, defiled, faded or substandard must not be displayed or used.
2. A national flag or a national emblem must not be displayed upside down, and must not be

displayed or used in any way that undermines the dignity of the national flag or the national emblem.

3. A national flag or a national emblem must not be discarded at will.
4. A national flag or a national emblem that is damaged, defiled, faded or substandard must be recovered or disposed of in the manner stipulated by the Chief Executive.
5. After an event in which national flags or national emblems are used, the organizer must, in the manner stipulated by the Chief Executive, recover or dispose of the national flags or national emblems used on the site of the event.

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, registered designs or commercial 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, registered designs or commercial advertisements;
 - b. products in everyday life and 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

1. A person commits an offence if the person publicly and intentionally desecrates the national flag or national emblem by burning, mutilating, scrawling on, defiling or trampling on it or its image or in any other way.
2. A person commits an offence if, with intent to desecrate the national flag or national emblem, the person intentionally publishes a desecration of the national flag or national emblem by burning, mutilating, scrawling on, defiling or trampling on it or its image or in any other way.

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 reasonable 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 (Instrument No. A602)

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

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

Section 6 Prohibition on certain uses of the regional flag and regional emblem

1. The regional flag, the regional emblem or their designs must not be displayed or used in --
 - a. trademarks, or advertisements; or
 - b. other occasions on which or places at which the display or use of the regional flag or regional emblem or their designs is restricted or prohibited under a stipulation made by the Chief Executive.
2. A person who without lawful authority or reasonable excuse displays or uses the regional flag, regional emblem or the design of the regional flag or of the regional emblem contrary to subsection (1) commits an offence.

Section 7 Protection of the regional flag and regional emblem

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

Section 8 Copy of the regional flag or the regional emblem

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

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
 - Avoid using energy-intensive appliances
 - Use energy-saving lightings
- b. Selection of decoration material
 - Use environmentally-friendly materials (e.g. recycled materials).
- c. Production of publicity materials
 - Print publicity materials on recycled paper or recyclable paper with environmentally-friendly ink.
 - Minimize the number of publicity materials printed.
 - Avoid plastic covers for printed matters.
 - Utilise publicity via e-channels such as e-brochures and e-leaflets and provide QR code to download
 - Choose green promotional giveaways while minimizing their packaging materials
- 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.

For more information and guidelines, please visit 'Green Event Guidebook' on Environmental Protection Department's website:

https://www.wastereduction.gov.hk/en/assistancewizard/recyc_guideline.htm

3.22. Caution on Third Party Promotional Offers from Fair Guide/ Expo Guide/ Event Fair/ AVRON/ International Fairs Directory)

It has come to the Organiser's attention that some exhibition/trade directories or organisations have sent invitations to exhibitors inviting them to update or correct their data with their fair directories and subsequently claimed exhibitors for fees.

These directories and organisations include but are not limited to the following:

- Fair Guide (owned by Construct Data)
- Expo Guide (owned by Commercial Online Manuals S de RL de CV ("Commercial Online Manuals"))
- Event Fair - The Exhibitors Index, and
- FAIR-Guide (www.fairguide.me) (owned by Avron s.r.o.).
- AVRON
- International Fairs Directory

The Organiser would like to stress that neither the Fair Guide, the Expo Guide, the Event Fair the FAIR-Guide, AVRON nor the International Fairs Directory 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 organizations such as Event Fair, AVRON and International Fairs Directory. 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, Event Fair, AVRON and International Fairs Directory 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 does not recommend that you sign any materials that you receive from Construct Data, Commercial Online Manuals, Event Fair and/or AVRON, and/or International Fairs Directory. If you have mistakenly entered into contract with Construct Data, Commercial Online Manuals, Event Fair and/or AVRON, and/or International Fairs Directory, you should notify Construct Data, Commercial Online Manuals, Event Fair, AVRON, and/or International Fairs Directory, 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. Caution on Rental of Credit Card Payment Terminals

The Hong Kong Trade Development Council (HKTDC) is recently informed that a credit card payment solution provider has offered its payment terminal rental service to exhibitors in exhibitions held in Hong Kong, but failed to return the transaction amount to exhibitors before the deadline as stipulated in the contract. The HKTDC would like to clarify that it has NOT appointed any payment solution providers in ALL HKTDC fairs. To protect your own interests, you are reminded to exercise due diligence and read all contracts carefully before appointing any service providers.

3.24. Smoke-Free Policy

Health and Comfort Come First at
Smoke-Free HKCEC

From 1st January 2006, the Hong Kong Convention and Exhibition Centre will become a smoke-free venue. This is in line with the 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.

3.25. Important Points to Note

3.25.1 On-Site staff regarding working visa

All exhibitor representatives who are not ordinarily residing in Hong Kong will be required to obtain a "Temporary Working Visa" when they participate in a fair in Hong Kong involving retail sales activities. Alternatively, a local worker / local representative may be employed to conduct retail sales activities.

Any person who contravenes a condition of stay in force in respect of him shall be guilty of an offence. Should any exhibitor representative fail to comply with the above regulation, the Organiser has the sole discretion to terminate the exhibitor's participation in the HKTDC Hong Kong International Tea Fair 2023 immediate effect and / or to ban the company from participation in any or all future HKTDC exhibitions.

During the HKTDC Hong Kong International Tea Fair 2023 (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](http://www.immd.gov.hk/ehtml/id(e)936.htm) or email: enquiry@immd.gov.hk 】

Non-working visa holders may wish to hire local temporary helpers to conduct retail Sales. Please refer to Section 5 for a list of temporary helper agencies.

3.25.2 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:

3.25.3 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.

3.25.4 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.

3.25.5 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.

3.25.6 Storing of Exhibits

Exhibitors should make direct arrangements with your own freight forwarder or agent for move-in, storing, and removal of your valuable exhibits. A temporary storage will be constructed for storing promotional leaflets and showcases. No valuables should be stored there. The Organiser is not liable for any loss or damage of the stored goods.

Due to the limited amount of space, once the storage is full, exhibitors should make direct arrangements with the freight forwarder of your choice.

If you have a purpose-built storeroom or a safe within your stand, please make sure that it is kept locked ***at all times*** and the key is in the custody of a trustworthy employee. Likewise, to make sure there is no opportunity for theft, the showcases and the display counters within your booth should be locked immediately after you take out exhibits for showing to customers. Slack security is a big temptation to thieves.

To protect your duty staff's personal possessions, please advise them to lock up their handbags and wallets in cabinets and personal handbags etc. Should never be allowed unattended on the floor or on the desk.

3.25.7 Replenishment of Exhibits

Exhibitors can replenish their exhibits or goods to be sold during the fair period at the following time slots only:

17 August 2023 **8:15 am - 9:30 am**

18-19 August 2023 **8:15 am - 9:45 am**

Exhibitors have to take all precautions to avoid causing danger to the visitors when replenishing the stocks to your booth(s) from the temporary storage area during the fair opening hours. When replenishing the stocks, there must be least 2 staff members taking care of the trolley. Trolleys must be equipped with rubber protection borders. Exhibitors are required to follow any additional safety measures if requested and the Organiser reserves the right to prevent exhibitors from using trolleys to replenish stock if the fairground is too crowded.

3.25.8 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.

3.25.9 Removal of Exhibits

Removal of exhibits may commence only after 6 pm on 19 August 2023. 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. In order to reduce waste and protect the environment as good corporate citizens, exhibitors should ensure that all recyclable goods, exhibits and/or materials (including but not limited to edible packaged food and other food waste) shall not be disposed of as refuse/waste and shall be recycled, donated to the appropriate charities and/or fully removed from the exhibition venue. Wastepaper and other recyclable wastes shall be disposed of at the relevant recycle bins in the exhibition venue. The Organiser shall not be liable for any loss or damage of goods, exhibits, materials and/or stand materials left behind at the exhibition venue. All such goods, exhibits and/or materials shall be deemed abandoned and may be disposed of by the Organiser at its sole and absolute discretion and at the expense of the exhibitor concerned. All proceeds (if any) of such disposal shall be retained by the Organiser.

If an exhibitor fails to comply with any of the above requirements relating to the removal, recycling, donation and/or disposal of goods, exhibits, materials, rubbish and/or refuse, the Organiser reserves the right to penalize such exhibitor at its sole and absolute discretion, including but not limited to requiring the exhibitor concerned to pay a performance bond or any extra deposit for the exhibitor's application to participate at any future Fairs, delaying the exhibitor's turn in selecting a stand at any future Fairs, and/or to ban the exhibitor from participating in any future Fairs.

3.25.10 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.

3.25.11 Organising Special Events inside the Exhibitor Booths

To safeguard the interests of all exhibitors and enhance the orderly flow of visitors at the fairground, should any exhibitor wish to organise special events, or invite movie stars, celebrities or singers to attend marketing functions, prior written approval from the Organiser is necessary. Prior to publicizing and marketing such special events, exhibitors should ensure that sufficient security guards will be hired for crowd control, so that the events will not cause any inconvenience to other exhibitors. The Organiser maintains the right to ban unauthorised special events.

Depending on the number of concurrent special events and the projected traffic flow of visitors, the special events are subject to be rescheduled to another time slot. Also, should a special event incur roadblocks or other inconvenience to visitors, the Organiser reserves the right to give a halt on such special event.

Should you be interested to organise special events inside your exhibition booths, please submit the event details (date, time, format, number of crowd control personnel deployed, etc) in writing to the Organiser at least 30 days before the commencement of the Fair.

3.25.12 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.

3.25.13 Conducting of Sales/Public Auctions

Goods offered for sale at the fair shall

- (a) be of merchantable quality;
- (b) be fit for any and all purposes for which they are generally used;
- (c) be free from any defect; and
- (d) correspond with the sample, if any, in quality.

In setting prices for the goods, exhibitors should use reasonable efforts to do so with reference to the market retail prices in Hong Kong of comparable goods so as to ensure that the prices are and will be reasonable with reference to such market retail prices.

Any transaction taken place during the exhibition should attach with invoice / receipt. One copy should be given for customer and the other copy should be kept at exhibitors.

Public auctions of any kind shall not be permitted at the exhibition venue under any circumstances.

3.25.14 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 8888**). Exhibitors requiring such service should fill out the **Form 16** in “**Additional Facilities and Services Order Form Booklet**” and return it directly to the Convention and Exhibition Centre on or before **10 July 2023**.

3.25.15 Crowd Control

- (i) An exhibitor must (a) at least one month prior to the opening of the Exhibition, provide the Organiser in writing with details of any activity or promotion to be undertaken by or on behalf of the Exhibitor within the Exhibition Venue which is likely to attract a gathering of a material number of people, (b) obtain the Organiser's written approval before undertaking any such activity or promotion, and (c) comply with any conditions imposed by the Organiser. Any such activity or promotion undertaken without such approval or in any way in contravention of any such condition may at any time be banned by the Organiser.
- (ii) If the exhibitor wishes to invite the appearance of movie stars, TV stars or singers for any supporting activity must be arranged through Organiser by renting a specified venue and to deploy enough security force to control the unexpected crowd. For application details, please contact the Organiser.

3.25.16 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 agreement in Hong Kong, such publications must not be displayed/shown/offered for sale/sold at the Fair.

3.25.17 Cleaning of Cooking Utensils

Exhibitors are not allowed to clean their cooking utensils inside the guest washrooms of the Hong Kong Convention and Exhibition Centre. Exhibitors who need to clean their utensils are requested to do so inside the utensils cleaning room located in the loading bay area (**please refer to the relevant location map**) *after* the fair is closed to admission on each day.

3.25.18 24-Hour Electricity Supply

Exhibitors requesting 24-hour electricity supply for storing food items in refrigerators or freezers at their exhibition stand should complete **the relevant application form and return it before the stated deadline**. Square pin sockets installation is charged separately, requests for which have to be indicated separately on [Form 6](#) in "**Additional Facilities and Services Order Form Booklet**"). ***Late applications will not be entertained.***

To ensure 24-hour electricity supply for some exhibition stands, electrical switches attached to some exhibition booths will be on throughout the entire exhibition period. Exhibitors should not attempt to turn off any electrical switches within the exhibition venue, or else are liable for any loss or damage caused by such negligence.

The maximum capacity for each socket is 500W and no multiplugs shall be allowed to be used.