

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) 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 **12 July 2024**. 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.

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 **12 July 2024**.

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 (14 August 2024) and move-out day (17 August 2024) of the HKTDC Hong Kong International Tea 2024. 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 and Move out 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 14 August 2024 (move-in day)**. Control point will be set-up at the entrance, only the following vehicles will be allowed to enter HKCEC. Exhibitors are recommended to pay attention to details of NEW arrangement as below:

i) Vehicle Permit for Large Vehicle / Lorry / Light Goods Vehicles

e-Vehicle permits will be issued to each exhibitor for entering the **loading/ unloading area** of the Hong Kong Convention and Exhibition Centre on the move-in day (14 August 2024). The permit is **only valid for use at the specified dates and times** indicated on the permit.

According to HKCEC's latest requirement, due to space constraints inside the loading area, and in a bid to facilitate efficiency of the loading area, starting from 1 January 2015, long vehicles including 45 feet container would **NOT** be accommodated.

Under the new arrangement of HKCEC, drivers will need to **DOWNLOAD** and **REGISTER** their e-Vehicle permit via the newly launched HKCEC Marshalling App named “Go HKCEC” before entering HKCEC loading area. After completion of the registration, drivers can scan QR code on the e-vehicle permits issued by the organiser via the App and obtain a **Queue Ticket**. On the date of entry, when the Queue Ticket is called, an in-App Notification will be sent to driver when loading is ready for the Truck with an Entry QR Code.

Each e-Vehicle permit is for one-time access on the date only (i.e., one QR Code for one entry only) and will be invalid after the exact date of entry. Only by showing QR code on the e-vehicle permit by phone/ tablet or in printed version will NOT be allowed for entry, the e-Vehicle permit is **ONLY FOR REGISTRATION PURPOSE VIA THE APP**.

- HKCEC Marshalling App “Go HKCEC” <New>



To safeguard smooth traffic around HKCEC to minimize the waiting of truck, HKCEC has launched a new App called “Go HKCEC”. Though this App, lorries/ light goods vehicles can obtain queuing ticket, check-in at designated locations and obtain QR code for accessing the HKCEC loading area.

ALL lorries/ light goods vehicles that needs to access the HKCEC loading area MUST obtain a ticket via this App before entering HKCEC.

- Downlaod “Go HKCEC” App from the [App Store](#), [Google Play](#), or via [APK file](#)

“Go HKCEC”			
			

[Move-in /out Arrangement](#) <IMPORTANT>

1. Move-in Day 14-August 2024: Offsite Mode : TY

* They are **REQUIRED** to queue up at Kwai Chung vehicle marshalling area.

Types of Entry Mode

Please look for remarks under “Time of Entry” on vehicle pass

Offsite Mode (TY)

- Vehicle is required to get **Queue Ticket** from the App by scanning the e-Vehicle permit.
- Drive to Kwai Chung vehicle marshalling area when the queue ticket is called.
- Security Staff will scan the App QR Code at the vehicle marshalling area.
- Drive to HKCEC after successful scanning.
- Staff in HKCEC will scan the QR Code again. Vehicle will be allowed to enter the loading area after successful scanning.



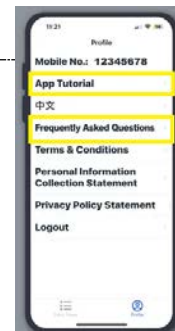
- “Go HKCEC” User Guide Video

➤ <https://www.youtube.com/watch?v=4p00gv9hQgs>



- Browse App tutorial and other useful information on the App

- Click “Profile”
- Click “App Tutorial” and “Frequently Asked Questions”



“Go HKCEC” Hotline: 2582 8888

The e-Vehicle permit is for loading and unloading only. No Parking is allowed. Private vehicles are not permitted to enter the loading area. Drivers are required to use either Octopus Card / Visa Card or Mastercard to clock-in time at the automated entry machine when entering the HKCEC loading / unloading area. With an aim of alleviating the traffic congestion due to a high usage of loading/unloading facilities, the free-of-charge loading/unloading time during the fair period is limited to 1st 60-minutes. Payment (if any) will be debited directly from the same Octopus Card / Visa Card / Mastercard. Official receipt can be printed from the automated exit machine.

The HKCEC will impose charges on vehicles with extended stay on 14 -17 August 2024. The charges are as follows:

	<u>Every 30 mins (or part thereof)</u>
First 60-mins (after clock in)	Free
First 2 hours after 60 mins	HK\$100
After 3 hours	HK\$150

ii) Private Car / Taxi

Private cars and taxis will be allowed to enter into the HKCEC at the discretion of the traffic control attendants during the move-in and move-out periods. No waiting or parking at the HKCEC is allowed. Private cars and taxis entering HKCEC will NOT be required to present any Vehicle Permit nor report to the vehicle marshalling area. However, drivers can only unload their goods at the Expo Drive / Harbour Road Entrance of the HKCEC.

The above measure has been implemented in a number of exhibitions, and was proven to be effective in alleviating the traffic congestion. Please contact the Organiser for any further enquiries. Thank you for your understanding and cooperation. Special Move-Out Arrangement

Remarks: According to the traffic conditions, we may implement traffic diversions at the vicinity of HKCEC or other traffic arrangement on the move-in and move-out day.

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."(17 Aug 2024) would be issued to each request accordingly in **early August** with the following details: -

i) Vehicle Permit for Large Vehicle / Lorry / Light Goods Vehicles

e-Vehicle permits will be issued to each exhibitor for entering the **loading/ unloading area** of the Hong Kong Convention and Exhibition Centre on the move-out day (17 August 2024). The permit is **only valid for use at the specified dates and times** indicated on the permit.

According to HKCEC's latest requirement, due to space constraints inside the loading area, and in a bid to facilitate efficiency of the loading area, starting from 1 January 2015, long vehicles including 45 feet container would **NOT** be accommodated.

Under the new arrangement of HKCEC, drivers will need to **DOWNLOAD** and **REGISTER** their e-Vehicle permit via the newly launched HKCEC Marshalling App named "Go HKCEC" before entering HKCEC loading area. After completion of the registration, drivers can scan QR code on the e-vehicle permits issued by the organiser via the App and obtain a **Queue Ticket**. On the date of entry, when the Queue Ticket is called, an in-App Notification will be sent to driver when loading is ready for the Truck with an Entry QR Code.

Each e-Vehicle permit is for one-time access on the date only (i.e., one QR Code for one entry only) and will be invalid after the exact date of entry. Only by showing QR code on the e-vehicle permit by phone/ tablet or in printed version will NOT be allowed for entry, the e-Vehicle permit is **ONLY FOR REGISTRATION PURPOSE VIA THE APP.**








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ALL lorries/ light goods vehicles that needs to access the HKCEC loading area MUST obtain a ticket via this App before entering HKCEC.

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“Go HKCEC”			
			

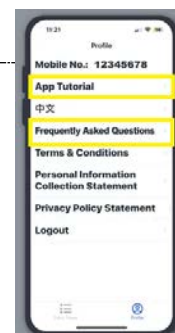
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Remarks: According to the traffic conditions, we may implement traffic diversions at the vicinity of HKCEC or other traffic arrangement on the move-in and move-out day.

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 17 August 2024.

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. **17 August 2024**.

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

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

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 15-16 August 2024. **No retail sales are allowed in the trade days (15-16 August 2024) 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.

Exhibitors must not bring into the exhibition venue and/or supply or provide in any way within the exhibition venue any food and/or items that in the Organiser's sole opinion emit a strong or pungent odour. For illustrative purposes, non-exhaustive examples of such food/items include fresh durian and stinky tofu. Without prejudice to any other rights and/or remedies, the Organiser may at its sole discretion refuse admission into the exhibition venue of exhibitors who fail to comply with this requirement, and/or require exhibitors to remove such food/items from the exhibition venue upon request.

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 Special Arrangements for Tropical Cyclone & Black Rainstorm Warning Signals & EXTREME CONDITIONS

All exhibitors are requested to note the emergency measures under the following situations. The measures will be implemented should there be a Tropical Cyclone (commonly known as "typhoon") or Black Rainstorm Warning Signal or "Extreme Conditions" during 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 (15-17 Aug 2024)

- 2.1 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 If a Pre-No. 8 Special Announcement is **issued between 8:15am and 10:00am**, the fair will remain closed. In the rare situation when a Tropical Cyclone Warning Signal No. 8 (or above) is issued between 8:15am and 10:00am without a Pre-No. 8 (or above) Special Announcement, the same arrangement will apply. Exhibitors who have arrived at the exhibition venue for booth decoration should leave as soon as possible.
- 2.3 If a Tropical Cyclone Warning Signal No. 8 is **cancelled at or before 2:00pm**, the fair will re-open to the visitors **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 visitor. The fair, however, will remain closed if the Tropical Cyclone Warning Signal No. 8 is **cancelled after 2:00pm**.

III. During Opening Hours

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

I. During Move-in, Move-out

1. If a Black Rainstorm Warning Signal or “Extreme Conditions” 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 (15-17 August 2024)

1. If a Black Rainstorm Warning Signal or “Extreme Conditions” is **issued before 8:15am**, the fair will remain **closed**.
2. If a Black Rainstorm Warning Signal or “Extreme Conditions” is **issued between 8:15am and 10:00am**, the fair will remain closed. Exhibitors will be encouraged to stay in the exhibition venue for their own safety.
3. If a Black Rainstorm Warning Signal or “Extreme Conditions” is **cancelled at or before 2pm**, the fair will re-open to the public **two hours after** the Black Rainstorm Warning Signal or “Extreme Conditions” is cancelled. Exhibitors will be allowed to enter the fairground for preparation **30 minutes after** the Black Rainstorm Warning Signal or “Extreme Conditions” 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 or “Extreme Conditions” is **cancelled after 2pm**.

III. During Opening Hours

1. If a Black Rainstorm Warning Signal or “Extreme Conditions” 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.

^Under “extreme conditions” caused by adverse weather, such as serious disruption of public transport services, extensive flooding, major landslides or large-scale power outage after super typhoons, the Government will review the situation (including public transportation and other aspects) and make announcement to the public.

C. Insurance

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 “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 (Instrument No. A401) (“NFNEO”) and Regional Flag and Regional Emblem Ordinance (Instrument No. A602) (“RFREO”)

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 particularly drawn to the following provisions of NFNEO and RFREO:

(a) National flag, national emblem, regional flag and regional emblem not to be used inappropriately etc. (section 4 of NFNEO and RFREO)

1. A national flag, national emblem, regional flag or regional emblem which is damaged, defiled, faded or substandard must not be displayed or used.
2. A national flag, national emblem, regional flag or regional 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, the national emblem, regional flag or regional emblem.
3. A national flag, national emblem, regional flag or regional emblem must not be discarded at will.
4. A national flag, national emblem, regional flag or regional 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, national emblems, regional flags or regional emblems are used, the organizer must, in the manner stipulated by the Chief Executive, recover or dispose of the national flags, national emblems, regional flags or regional emblems used on the site of the event.

(b) Protection of national flag, national emblem, regional flag and regional emblem (section 7 of NFNEO and RFREO)

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

(c) Copy of national flag, national emblem, regional flag or regional emblem (section 8 of NFNEO and RFNEO)

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

Further, NFNEO and RFNEO have also set out the prohibitions on certain uses of national flags, national emblems, regional flags and regional emblems. A person who, without lawful authority or reasonable excuse, displays or uses these flags and emblems or their designs contrary to those prohibitions, commits an offence.

NFNEO section 6	RFREO section 6
<p>1. The national flag or its design must not be displayed or used in --</p> <ol style="list-style-type: none"> 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. <p>2. The national emblem or its design must not be displayed or used in –</p> <ol style="list-style-type: none"> 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. 	<p>1. The regional flag, the regional emblem or their designs must not be displayed or used in --</p> <ol style="list-style-type: none"> a. trademarks, registered designs or commercial 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. <p>1A. Except with the prior approval of the Chief Executive, the regional flag, the regional emblem or their designs must not be displayed or used in funeral activities.</p>

3.21. Waste Reduction and Recovery Measures

3.21.1 Waste Avoidance and Minimization

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

- 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.

3.21.2 Waste Reuse and Recycling

The locations of large waste recycling bins should be familiarized and staff should be assigned to recycle all recyclable materials:

- 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/sites/default/files/green_event/GreenEvent_Guidebook_Eng.pdf

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, Event Fair, AVRON and International Fairs Directory, please visit

<http://www.ufi.org/industry-resources/warning-construct-data/>

3.23. 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.

3.24. Compliance with Applicable Laws and Regulations

Exhibitors are strongly advised to consult their own legal advisors, relevant government authorities and relevant professional bodies before applying for participation in the Exhibition to ensure that they are able to comply with all applicable laws, regulations, codes of practice and guidelines governing the exhibition, promotion and supply of their products and/or services in Hong Kong, including without limitation, the following legislations:

- Trade Descriptions Ordinance (Cap. 362) and its subsidiary legislations – which imposes, amongst others, prohibitions against application of false trade description to goods or services; possession for sale or for any purpose of trade or manufacture goods with false trade description; prohibitions against supply of goods or services with false trade description; prohibitions against forging trade mark or application of false trade mark to goods; prohibitions against import and export of goods with false trade description or forged trade mark; and prohibitions against unfair trade practices including without limitation misleading omissions, aggressive commercial practices, bait advertising, bait and switch and wrongly accepting payment. Specific requirements relating to trade descriptions for jewelry, precious stones, watches, garments and electronic goods may apply.
- Consumer Goods Safety Ordinance (Cap. 456) – which imposes a duty on manufacturers, importers and suppliers of consumer goods to ensure that the consumer goods supplied are safe. Consumer goods refers to any goods which are ordinarily supplied for private use or consumption (except those specified in the Ordinance) and includes the packaging of the consumer goods.
- Sales of Goods Ordinance (Cap. 26) – which codifies the law relating to the sale of goods, including formation, effects and performance of the sales contract, implied terms of the contract, rights of the parties and consequences of breach of the contract.
- Supply of Services (Implied Terms) Ordinance (Cap. 457) – which consolidates the law with respect to the terms to be implied in contracts for the supply of services, including implied terms as to care, skill, timing of performance and consideration.
- Import and Export Ordinance (Cap.60) – which imposes, amongst other, restrictions on and requirements for import and export of articles to and from Hong Kong and handling and carriage of articles which have been imported into Hong Kong. In particular, the Ordinance provides for articles which are prohibited to be imported into and exported from Hong Kong.
- Prevention of Bribery Ordinance (Cap. 201) – which makes provisions for the prevention of bribery and other related matters.
- Personal Data (Privacy) Ordinance (Cap.486) – which protects the privacy of individuals in relation to personal data by, amongst others, imposing a duty on data users to comply with the data protection principles as listed under the Ordinance.
- Copyright Ordinance (Cap.528) – which makes provisions in respect of protection and enforcement of copyright and other related rights.
- Registered Design Ordinance (Cap.522) – which makes provisions in respect of registered design right.
- Trade Marks Ordinance (Cap.559) – which makes provisions in respect of the registration of trade

marks and related matters including protection and enforcement of registered trade marks.

- Patents Ordinance (Cap. 514) – which makes provisions in respect of the registration of patents and related matters including protection and enforcement of registered patents.
- Pyramid Schemes Prohibition Ordinance (Cap.617) – which makes provisions to prohibit the promotion of and the knowing participation and inducement of another to participate in pyramid schemes.
- Undesirable Medical Advertisements Ordinance (Cap. 231) – which imposes, amongst others, prohibitions against advertisements likely to lead to the use of any medicine, surgical appliance or treatment for certain diseases as prescribed in the Ordinance. (See 3.27.2 below)
- Electricity Ordinance (Cap.406) – which provides for, amongst others, safety requirements for electrical products, meaning any current-using equipment, lighting fitting or accessory that uses low voltage or high voltage electricity.
- Air Pollution Control Ordinance (Cap. 311) – which makes provision abating, prohibiting and controlling pollution of the atmosphere, including prohibiting the manufacture in or import into Hong Kong certain regulated consumer products (such as hairspray) that contain volatile organic compound content in excess of the prescribed limit.
- Public Health and Municipal Services Ordinance (Cap.132) – which regulates, amongst others, the preparation and adulteration of food and drugs and provides for protection to purchasers of food and drugs by prohibiting sale of food or drugs unfit for human use and false or misleading labeling or advertising of the same. (See 3.25.10 below)
- Control of Obscene & Indecent Articles Ordinance (Cap.390) – which controls articles which contain material that is obscene or indecent (including material that is violent, depraved or repulsive).
- Toys and Children's Products Safety Ordinance (Cap. 424) – which provides for, amongst others, safety standards for children's toys, specified chattels used in association with children.
- Protection of Endangered Species of Animals and Plants Ordinance (Cap. 586) – which regulates the import, export, and possession or control of certain endangered species of animals and plants. (See 3.27.4 below)
- Waste Disposal Ordinance (Cap. 354) – which makes provisions for the control and regulation of the production, storage, collection and disposal including the treatment, reprocessing and recycling of waste.
- Firearms and Ammunitions Ordinance (Cap. 238) – which makes provisions for the control and licensing on the possession and dealing in arms and ammunition.
- Weapons Ordinance (Cap. 217) – which prohibits the possession of certain weapons.
- Product Eco-responsibility Ordinance (Cap 603) – which introduces measures to minimize the environmental impact of certain types of products; and provides for related matters.
- National Security Law – which criminalises acts of secession, subversion of state power, terrorist activities, and collusion with foreign or external forces to endanger national security to safeguard national security. The law also criminalises secondary acts of assisting the commission of the aforementioned offences, such as assisting in or abetting the commission by other persons of a secession or subversion offence, providing support, assistance or facility such as technologies or venues to a terrorist organization or a terrorist, or for the commission of terrorist activities, and aiding and abetting the commission of a collusion offence under common law.

All of the above mentioned ordinances and regulations can be downloaded from the website <https://www.elegislation.gov.hk/>.

Warranties

Each Exhibitor hereby represents and warrants to the Organiser that all products, services, promotional, advertising and other materials displayed, exhibited, offered, distributed and supplied by the Exhibitor for, in relation to and at the Exhibition and all other activities of the Exhibitor at the Exhibition:

- (a) shall comply with all laws and regulations applicable to the Exhibitor or the Organiser, including but not limited to the laws of Hong Kong, and any applicable international conventions;
- (b) shall comply with all codes of practice, guidelines or statement issued by the relevant government authorities or professional bodies applicable to the Exhibitor or the Organiser, including but not limited to the government authorities or professional bodies of Hong Kong;
- (c) do not infringe any intellectual property rights or other rights of any third party;
- (d) are not, in the reasonable opinion of the Organiser, unfavorable to the images or reputation of the Organiser or otherwise undesirable.

Each Exhibitor hereby further represents, warrants and undertakes to the Organiser that it shall have duly obtained at its own costs and expenses all necessary and valid exemptions, consents, approvals and licenses for the exhibition, promotion, offer, distribution and supply of all products, services, promotional, advertising and other materials at the Exhibition and all other activities of the Exhibitor at the Exhibition.

Each Exhibitor hereby represents, warrants and undertakes to the Organiser that it shall explain to customers and potential customers the scope, particulars and specification of its products and/or services (as the case may be) and the relevant fees and charges, and that the

Organiser are not liable for any liability, losses, damages, costs and expenses arising from or in connection with any dispute between an Exhibitor and any of its customers or potential customers, which shall be the sole responsibility of the Exhibitor concerned.

Indemnity

Each Exhibitor agrees to comply with all rules and regulations of the Exhibition and all applicable laws and regulations, and to exempt the Organiser and the Exhibition Venue from, and indemnify each of them against all liabilities incurred from any complaint lodged or proceedings instituted by any person arising from any offence committed or breach of laws, rules and regulations by the Exhibitor.

3.25 Food Related Laws and Regulations

Exhibitors are requested to read through sections 3.24 to 3.25.10 of the Exhibitor's Manual and ensure complete compliance with all the stated laws, regulations and conditions.

The Exhibitor agrees to comply with all the laws, regulations and conditions mentioned in section 3.24 to 3.25.10, and to exempt the Organiser and the Exhibition Venue from, and indemnify them against all liabilities whatsoever incurred from any complaint lodged or proceedings instituted by any person arising from any offence committed under or breach of the laws and regulations by the exhibitor. The Organiser and the Exhibition Venue are also not liable for any compensation to be made for any such contravention by the Exhibitor.

3.25.1 Free Tasting for Product Demonstration

Exhibitors may offer food or beverage samples to visitors of the Exhibition for tasting provided that:

- (a) the samples are prepared in connection with the demonstration of the Exhibitor's products;
- (b) the samples are provided free of charge;
- (c) alcoholic beverages must not be tasted by or supplied or sold to visitors aged below 18;
- (d) the samples are offered in the area of the Exhibitor's Stand (or areas designated by the Organiser, if any);
- (e) the samples and/or the ingredients are well packaged or well covered and are served in small quantity and tasting portion only;
- (f) Exhibitor's staff preparing or dispensing food or beverages must wear face masks, gloves and clean clothing;
- (g) the samples and/or the ingredients must be within the expiry date of consumption and must be in a condition normally expected of or commonly acceptable in relation to that particular kind of food or beverages.

3.25.2 Onsite Inspection

To ensure full compliance with the laws and regulations, the Organiser maintains the right to demand for immediate remedial action by Exhibitors upon request during the Fair period if the Organiser has any suspicion on any non-compliance of the laws and regulations mentioned in section 3.24 to 3.25.10. In the incidence that repeated verbal warnings are in vain, the Organiser may terminate the exhibitors' right to continue participating in the Fair with immediate effect. Officials from various government departments and authorities such as Food and Environmental Hygiene Department ("FEHD"), Department of Health, Customs & Excise Department, Immigration Department, Chinese Medicine Council of Hong Kong, as well as the Consumer Council, may also conduct inspections onsite during the Fair period.

3.25.3 Food Laws of Hong Kong

The Food and Environmental Hygiene Department (FEHD) of the Government of the Hong Kong Special Administrative Region (HKSAR) have set forth very strict rules and regulations relating to sale of food in Hong Kong. Any food, whether imported or locally produced, intended for sale in Hong Kong shall comply with the local food laws including but not limited to the list below:

- (1) Public Health and Municipal Services Ordinance (Cap. 132)
 - (a) Part V — (Food and Drugs) of the Public Health and Municipal Services Ordinance (Cap. 132 of Laws of Hong Kong);
 - (b) Abattoirs Regulation (Cap. 132A);
 - (c) Colouring Matter in Food Regulations (Cap.132H);
 - (d) Dried Milk Regulations (Cap.132R);
 - (e) Sweeteners in Food Regulations (Cap.132U);
 - (f) Food Adulteration (Metallic Contamination) Regulations (Cap.132V);
 - (g) Food and Drugs (Composition and Labeling) Regulations (Cap.132W);
 - (h) Food Business Regulation (Cap.132X);
 - (i) Frozen Confections Regulation (Cap.132AC);
 - (j) Harmful Substances in Food Regulations (Cap.132AF);
 - (k) Imported Game, Meat and Poultry Regulations (Cap.132AK);

- (l) Milk Regulation (Cap.132AQ);
- (m) Mineral Oil in Food Regulations (Cap.132AR);
- (n) Preservatives in Food Regulation (Cap.132BD);
- (o) Slaughterhouses Regulation (Cap.132BU); and
- (p) Smokeless Tobacco Products (Prohibition) Regulations (Cap.132BW)
- (q) Pesticide Residues in Food Regulation (Cap.132CM).

The full text of the Public Health and Municipal Services Ordinance and its subsidiary legislations can be downloaded at <https://www.elegislation.gov.hk/>.

(2) Food Safety Ordinance (Cap. 612)

The Food Safety Ordinance provides a tracing mechanism for food safety in Hong Kong, which comprises a registration scheme for food importers and distributors and a record-keeping scheme prescribed for all food importers and distributors in relation to movement of food.

According to the Ordinance, “Food” includes –

- (a) drink;
 - (b) ice;
 - (c) chewing gum and other products of a similar nature and use;
 - (d) smokeless tobacco products; and
 - (e) articles and substances used as ingredients in the preparation of food,
- but does not include –
- (f) live animals or live birds, other than live aquatic products;
 - (g) fodder or feeding stuffs for animals, birds or aquatic products; or
 - (h) medicine as defined by section 2(1) of the Pharmacy and Poisons Ordinance (Cap. 138) or Chinese herbal medicine or proprietary Chinese medicine as defined by section 2(1) of the Chinese Medicine Ordinance (Cap. 549).

“**Food importer**” means a person who carries on a business which brings or causes to be brought any food into Hong Kong by air, land or sea.

“**Food distributor**” means a person who carries on a business of which the principal activity is wholesale supply of food in Hong Kong. This also includes in general food producers (like fish/vegetables farmers and fishermen) and food manufacturers who supply their products by wholesale.

Registration scheme

The Ordinance requires any person who carries on a food importation/ distribution business to register with Director of Food and Environmental Hygiene as a food importer/ food distributor. Any person who does not register with FEHD as a food importer/distributor but carries on a food importation or distribution business commits an offence and is liable to a maximum fine of \$50,000 and imprisonment for 6 months.

For details of the registration scheme, exhibitors should refer to the FEHD's publication "A Guide to the Registration Scheme for Food Importers and Food Distributors" available at the website of Centre for Food Safety at www.cfs.gov.hk.

Record-keeping requirements

The Ordinance requires any person who, in the course of business, imports, acquires or supplies by wholesale food in Hong Kong to keep transaction records of the business from which it acquired the food and the business to which it supplied the food. Any person who captures local aquatic products and in the course of business, supplies them in Hong Kong is also required to keep the capture record.

Failure to comply with the record-keeping requirement is an offence under the Ordinance and upon conviction a person is liable to a maximum fine of \$10,000 and imprisonment for 3 months.

There is no stipulated format for the records of each transaction to be maintained but such records should cover the following information as required under Part 3 of the Food Safety Ordinance:

(A) Record of local acquisition of food (Local acquisition record)

A person who, in the course of business, acquires food in Hong Kong must record the following information about the acquisition –

- (a) the date the food was acquired;
- (b) the name and contact details of the seller;
- (c) the total quantity of the food;
- (d) a description of the food.

The record must be made within 72 hours after the time the food was acquired.

(B) Record of acquisition of imported food (Import record)

A person who, in the course of business, imports food acquired outside Hong Kong must record the following information about the acquisition –

- (a) the date the food was acquired;
- (b) the name and contact details of the seller;
- (c) the place from where the food was imported;
- (d) the total quantity of the food;
- (e) a description of the food.

The record must be made at or before the time the food is imported.

(C) Record of capture of local aquatic products (Capture record)

A person who captures local aquatic products and who, in the course of business, supplies them in Hong Kong must record the following information about the capture –

- (a) the date or period of the capture;
- (b) the common name of the local aquatic products;
- (c) the total quantity of the local aquatic products;
- (d) the area of the capture

Exhibitors are required to fulfill their obligation in keeping records of their food products by following the Code of Practice on Keeping Records Relating to Food issued under section 43 of the Ordinance which can be downloaded from the website of Centre for Food Safety at www.cfs.gov.hk

The full text of the Ordinance can be downloaded at <https://www.elegislation.gov.hk/> and Guidelines on the operation of the Ordinance issued by the Centre for Food Safety can be downloaded from the website of Centre for Food Safety at www.cfs.gov.hk

Exhibitors of the Food Expo must comply with all the laws and regulations relating to food. Exhibitors are deemed to have notice of the latest Food Laws in Hong Kong and have complied with any amended Food Laws once the amended laws have been posted on the website of Centre for Food Safety at www.cfs.gov.hk

3.25.4 Summary on Food Related Regulations

The following is a summary of some of the regulations and conditions for Exhibitors' compliance:

(1) Selling and Dispensing Food or Beverages

Any food or beverages for on-site sale should be seal-packaged. For all on-site retail sale, **exhibitors should offer proper receipts to consumers**. The receipts should clearly indicate the company name of the exhibitor, the transaction date and amount.

All exhibitors should note that no elaborate food preparation processes are allowed at the fairground. **Exhibitors are NOT allowed to cook or reheat any food items for sale**, unless the items are intended for free tasting without any retail transaction or an Exhibitor has obtained the necessary Temporary Food Factory Licences and food permits from the FEHD and displayed the same at an eye-catching location of the Exhibitor's booth.

Exhibitors who wish to conduct retail sales of restricted items like milk, ice-cream and frozen confections should apply for the necessary food permits from the FEHD.

Exhibitors who will carry out on-site food processing activities must provide Hong Kong Trade Development Council (HKTDC) at least 30 days before the Food Expo notification in writing with the type of food items to be processed and whether the items are for free tasting or for sale. Where sale of on-site processed food will be conducted, the exhibitor is also required to provide HKTDC a copy of its Temporary Food Factory Licence at the same time; or if such licence is not available 30 days before the commencement of the Food Expo, Exhibitors shall submit copies of the application for the licence filed with the FEHD and the FEHD's written acknowledgment of the same to HKTDC at least [30] days before the commencement of the Food Expo for records and shall provide a copy of the licence to HKTDC for records as soon as (and in any event not later than [7] days) the license has been granted by the FEHD. [For inquiries, please contact FEHD at: (852) 2868 0000 or <http://www.fehd.gov.hk/english/licensing/>]

(2) Fire Regulation

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

[For inquiries, please contact HKTDC (852) 2240 4470].

(3) Food Labelling

All pre-packaged food and beverages exhibited or offered at the HKTDC Hong Kong International Tea Fair must comply with the Food and Drug (Composition and Labelling) Regulations (Cap.132W) to have the prescribed label and nutrition label written in Chinese, English or both.

[For inquiries, please contact Centre for Food Safety at (852) 2868 0000 or visit its website at www.cfs.gov.hk.]

(4) Undesirable Medical Advertisements Ordinance

Any exhibits, which include any kind of medicament, other curative or preventive substance or orally consumed products except those customarily consumed as food or drink, and whether a proprietary medicine, a patent medicine, or purported natural remedy, must conform to the requirements under the Undesirable Medical Advertisements Ordinance (Cap. 231) on labeling and advertisements. Any labeling or advertisement should not contravene the provisions of the Ordinance. [For inquiries, please contact the Department of Health at (852) 2961 8989 or (852) 2961 8991 or visit its website at <http://www.dh.gov.hk/>.]

(5) Registration of Proprietary Chinese Medicines

According to Chinese Medicine Ordinance (Cap 549), all proprietary Chinese medicines must first be registered by the Chinese Medicines Board of the Chinese Medicine Council of Hong Kong before they can be imported, manufactured or sold in Hong Kong. All proprietary Chinese medicines must also carry a prescribed label and be attached with package insert according to the provision of the Ordinance.

[For inquiries, please contact the Secretariat of the Chinese Medicine Council of Hong Kong at (852) 2121 1888 or <http://www.cmchk.org.hk>.]

(6) Product Genuineness & Product Labelling

Please note that the Organiser has the sole discretion to examine or test any ginseng, antler, dried seafood or Chinese soup ingredients which are suspected to be not genuine.

(7) Retail Sales Activities for Overseas Exhibitors

According to the provisions of the Immigration Ordinance (Cap. 115), all exhibitors who are not ordinary residents of Hong Kong will be required to obtain a “Temporary Work Visa” when they participate in a public fair in Hong Kong involving retail sales activities; unless a local representative is employed to conduct retail sales activities and the handling of proceeds.

[For inquiries, please contact Immigration Department of the HKSAR at (852) 2824 6111, by fax (852) 2877 7711 or through the Internet <http://www.immd.gov.hk/>.]

3.25.5 Conditions on Selling and Dispensing Food or Beverages

To comply with the provisions of the Food Safety Ordinance, all exhibitors intending to import or distribute food in the Hong Kong International Tea Fair are required to register with or obtain exemption from the FEHD. Application forms and Guidelines on the operation of the Ordinance can be obtained from the Center for Food Safety at 43/F Queensway Government Offices, 66 Queensway, Hong Kong or downloaded at its website at: www.cfs.gov.hk.

[For inquiries, please contact Centre for Food Safety at: (852) 2868 0000 or www.cfs.gov.hk]

In addition to the provisions of the Food Safety Ordinance, the following conditions on selling and dispensing food or beverages must be observed and complied with by all exhibitors:

Food Permits and Licences

1. All food and beverages exhibited at the Hong Kong International Tea Fair must be in hygienic condition of the highest standard and must be fit for human consumption. For the sake of public health, the Organiser maintains the right to demand for valid certificates on the food product quality issued by the relevant health and food safety authorities upon request during the Fair period. If the Organiser has any suspicion on any of the exhibits, given all the circumstantial supportive factors, it may call for immediate removal of the concerned items from display and from sale. In the incidence that repeated verbal warnings are in vain, the Organiser may terminate the exhibitors' right to continue participating in the Fair with immediate effect. Please ensure that there are no fake or unhygienic food products at the fairground.
2. Exhibitors can offer exhibits for tasting by visitors provided that they are free of charge to the visitors and that such tasting takes place within the designated area to which each exhibitor is assigned by the (HKTDC). Exhibitors are strongly recommended that any food or beverages for free tasting should be well packaged or well covered and to be served on one-to-one basis in small quantity. Staff dispensing food or beverages is strongly recommended to wear face masks, gloves and clean clothing.
3. ANY FOOD or BEVERAGES that exhibitors WARM UP or REHEAT at their booth(s) must be for visitors' FREE TASTING ONLY and MUST NOT BE FOR SALE at the fairground unless the Exhibitor concerned has obtained a Temporary Food Factory Licence from the FEHD for sale of food at the fairground. The said Temporary Food Factory Licence must be displayed at an eye-catching location within the Exhibitor's booth with copy provided to HKTDC at least 30 days before the commencement of the Tea Fair; or if such licence is not available 30 days before the commencement of the Tea Fair, Exhibitor shall submit copies of the application for the licence filed with the FEHD and the FEHD's written acknowledgment of the same to HKTDC at least [30] days before the commencement of the Tea Fair for records and shall provide a copy of the licence to HKTDC for records as soon as (and in any event not later than [7] days) the license has been granted by the FEHD. The Organisers reserve the right to discontinue any sale if the exhibitor fails to present the said licence and/or documents by the deadline.

4. Only pre-packaged food samples i.e. samples of any food packaged, whether completely or partially, in such a way that the contents cannot be altered without opening or changing the packaging, the food in which is ready for presentation to the visitors as a single food item, can be sold to the visitors at the exhibition venue.
5. All exhibits, whether sold to or tasted by the visitors, must be within the expiry date of consumption, which must be clearly marked on the containers or packers or otherwise for pre-packaged exhibits. Any other food or beverages supplied to visitors for tasting must be not older than would normally be expected of or commonly acceptable in relation to that particular kind of food or beverages.
6. All sales of beverages must be closed and sealed to prevent spilling.
7. The latest Food Laws in Hong Kong shall become effective immediately upon posting of the same on the website of Centre for Food Safety at www.cfs.gov.hk. Once the amended laws have been posted, exhibitors will be deemed to have notice of the same and have complied with the amended laws.
8. Depending on the nature of the exhibits, exhibitors will be required to apply for food permits/licences from the FEHD. Any such food permit / licence obtained by the exhibitors must be displayed at an eye-catching location in the booth and have to be copied to HKTDC at least 30 days before the commencement of the Hong Kong International Tea Fair.

On-site Food-processing Activities and Storage

1. No open fire is allowed at the fairground and all exhibitors should note that no elaborate food preparation processes are allowed at the exhibitors' booth(s).
2. The means of food processing (such as cooking, warming or reheating) shall be restricted to steaming, blanching, simmering, braising, stewing, pan-frying and baking only. Notwithstanding the foregoing, exhibitors should note that any form of frying (including but not limited to pan-frying) is prohibited from 2024 onwards. Grilling, deep-frying, roasting/broiling, or Yakitori-style cooking is not permitted.
3. Any cooking, warming or re-heating of the food products must take place within the stands in the exhibition venue to which each exhibitor is assigned by HKTDC and shall only be done by microwave ovens and electric cooking appliances of good working condition only. HKTDC reserves the right to request exhibitors to remove immediately without notice any appliance that HKTDC regards as defective, dangerous or improper. Each exhibitor is only allowed to install one microwave oven and one other electrical cooking appliance in his/her respective stand regardless of the size of the stand. Exhibitors are also responsible for ordering sufficient power supply to support their electric cooking appliances. Booths with pan-frying or baking activities must be installed with charcoal-filtered range hood in order to minimise problems of indoor air pollution. HKTDC Exhibition Services can offer officially recognised charcoal-filtered range hoods for rent. Any exhibitor wishing to install any additional microwave ovens or electric cooking appliances must obtain the prior written approval of HKTDC who have an absolute discretion upon whether to give such approval. Notwithstanding that the HKTDC may have given such approval, they have the sole and absolute discretion to subsequently withdraw such approval at any time.
4. Booths with sales or distribution of soft ice-cream must be equipped with piping and drainage.
5. Acceptance of exhibitors which conduct food-processing on-site is subject to the sole decision of HKTDC.
6. Upon signing the HKTDC Hong Kong International Tea Fair Application Form and Declaration the exhibitor agrees to comply with the said conditions, and to exempt HKTDC and Hong Kong Convention and Exhibition Centre (Management) Limited from, and indemnify them against all liabilities whatsoever incurred from any complaint lodged or proceedings instituted by any person arising from food provided by the exhibitor or any offence committed by the exhibitor.
7. Exhibitors should avoid causing possible nuisance of oil fumes generated from frying and warming of food. As a safety measure, cooking appliances facing aisles are required to be shielded off by 30cm high panels above the stove top on three sides to avoid spillage of cooking oil or hot water.

8. All exhibitors should ensure that storage of food items should be under temperature-controlled conditions in refrigerators, freezers or other appropriate appliances of good and proper working condition. Prior arrangements should be made with HKTDC for the supply of 24-hour electricity throughout the duration of the exhibition. (Please refer to Form 6 in "Additional Facilities and Services Order Form")
9. 70% of the total booth area shall be used to sell and/or display pre-packaged foods and/or beverages. In addition, at least 70% of the items displayed at the booth shall consist of pre-packaged foods or beverages. Any cooking, reheating, displaying and/or selling of unpacked food shall be conducted within the booth and the aggregate area for conducting such activities shall not exceed 30% of the total booth area.
10. Exhibitors should also refer to the "Practical Guide on Take-away Meal and Meal Delivery Services" published by FEHD for guidance on the hygienic handling of food during preparation and packing.

3.25.6 Conditions on Tasting, Supply and/or Sale of Alcoholic Beverages

Below are the rules and conditions governing the tasting and sales of alcoholic beverages during the HKTDC Hong Kong International Tea Fair.

- All exhibitors are required to declare if their participation would involve alcoholic beverages.
- The supply and sales of alcoholic beverages by the glass in any catering form without a valid Temporary Liquor Licence within the exhibition venue is strictly prohibited and any breach thereof shall result in the exhibitor concerned being disallowed from continuing to participate in the exhibition. Exhibitor conducting alcoholic beverage promotion within the exhibition venue should comply with the Dutiable Commodities (Liquor) Regulations of the Dutiable Commodities Ordinance, Laws of Hong Kong Cap. 109. According to the Dutiable Commodities Ordinance, "alcoholic liquor" means any liquid which contains more than 1.2% of ethyl alcohol by volume, such as sheung ching, mow toi, ko leung, brandy, whisky, gin, rum, vodka, champagne, still wine, beer, cider, sake and etc.
- Since the legislative amendments to the Dutiable Commodities Ordinance took effect from 6 June 2008, wine/liquor traders are no longer required to apply for any licences or permits for the import or export, manufacture, storage or movement of wine and liquor with an alcoholic strength of not more than 30% by volume measured at a temperature of 20°C. No valuation of the alcoholic beverages concerned for duty purpose will be required. However, the existing licensing/permit controls on liquors with an alcoholic strength of more than 30% by volume measured at a temperature of 20°C remain unchanged. Exhibitors of such liquors should forward a copy of the removal permit for duty-paid goods issued by the Customs & Excise Department to the HKTDC at least 30 days before the commencement of the HKTDC Hong Kong International Tea Fair for records.
- Exhibitors conducting sales or tasting of alcoholic beverages during the HKTDC Hong Kong International Tea Fair should observe the following rules and conditions:
 - Consumption or tasting of alcoholic beverages must be done in the following ways:
 - 1) for those exhibitors who wish to conduct alcoholic beverages free tasting within the exhibition booth, they must apply for the relevant Temporary Liquor Licence directly from the Hong Kong Police at least 30 days before the commencement of the HKTDC Hong Kong International Tea Fair. Only a person who is already in possession of a full Liquor Licence will be considered to be issued with a Temporary Liquor Licence. Any such Temporary Liquor Licence an exhibitor obtained must be displayed at an eye-catching location in the booth AND have to be copied to HKTDC at least 30 days before the commencement of the HKTDC Hong Kong International Tea Fair.
 - 2) Unless a Temporary Liquor Licence is obtained, all sales of alcoholic products must be bottled or canned, and no sales and/or free-tasting of alcoholic beverages by the glass or open-bottle would be allowed. Exhibitors conducting alcoholic beverage promotion within the exhibition venue should comply with the Dutiable Commodities (Liquor) Regulations of the Dutiable Commodities Ordinance (Cap. 109) wherever appropriate.

- Alcoholic beverages MUST NOT be tasted by or sold to visitors aged below 18. In case of any doubt, please request visitors to show a proof of age, e.g. Hong Kong ID Card.
- Exhibitors must ensure that a sign containing both the Chinese and English versions of the notice below is displayed in a prominent position at the booth:

“Under the law of Hong Kong, Intoxicating liquor must not be sold or supplied to a minor in the course of business. 根據香港法律，不得在業務過程中，向未成年人售賣或供應令人醺醉的酒類。”

The sign must be rectangular in shape with sides of at least 38cm in length and 20cm in width. The notice contained in the sign must be in plain and readily legible characters and letters, and be set out in characters and letters of a colour that contrasts with the background on which they appear. The Organiser may provide such sign to the concerned exhibitors upon request.

For details on the application for a Temporary Liquor Licence, please contact General Licensing Section of the Hong Kong Police at (852) 2860 6524 or email to general-licensing@police.gov.hk.

For compliance with the Dutiable Commodities Ordinance, please contact Customs & Excise Department at (852) 2815 7711 or <http://www.customs.gov.hk>.

3.25.7 Product Genuineness

To protect the welfare of the visitors, products sold, dispensed, promoted or displayed at the Hong Kong International Tea Fair must be genuine and conform to the labels affixed to them and their package insert.

Please note that the Organisers and Po Sau Tong Ginseng & Antler Association Hong Kong Limited, sponsor of the HKTDC Hong Kong International Tea Fair, have the sole discretion to examine or test any ginseng, antler, dried seafood or Chinese soup ingredients regarding the product genuineness. The Organisers will take the examination or test results into account when considering whether or not to accept the application of the exhibitor for the upcoming HKTDC Hong Kong International Tea Fair.

Government Officials from FEHD, Department of Health, Customs & Excise Department, Chinese Medicine Council of Hong Kong as well as the Consumer Council, will also conduct regular inspections onsite during the Fair period.

3.25.8 Guidelines on Processing Food & Beverages

For the sake of public hygiene, exhibitors should follow the Food Hygiene Code issued by the FEHD in processing food and beverages and strictly follow the guidelines below.

- Exhibitors should have their body temperature measured daily before entering the fairground. If you do not feel well, especially when you have a fever (body temperature higher than 38°C/100.4°F) and/or respiratory symptoms such as coughing, sneezing, do not attend the function. Consult a doctor promptly.
- Exhibitors are strongly recommended that any food or beverages for free tasting should be well packaged or well covered and to be served on one-to-one basis in small quantity. Staff dispensing food or beverages is strongly recommended to wear face masks, gloves and clean clothing. All food, beverages and tableware must be stored and covered properly.
- Any food or beverages for on-site sale should be sealed packaged.

- Maintain good personal hygiene. Wash your hands with liquid soap, and then dry with a disposable towel or a hand drier before processing food, after going to the toilet, when your hands are contaminated by respiratory droplets or other bodily secretions or after touching rubbish.
- Do not cough or sneeze toward any food and beverages. Do not spit or litter.
- All exhibitors should ensure that exhibits are displayed only in the stands specifically assigned to them and that they keep their stand dry, clean and tidy. All rubbish or packing materials should be disposed of in the garbage bags and placed in the refuse collection area in the exhibition venue at the end of an exhibition day.
- Exhibitors should keep potentially hazardous food at 4°C or below, or at 60°C or higher. If the food items are frozen, they must be stored frozen (preferably stored at -18°C or below). Potentially hazardous food that is intended for immediate consumption may be displayed or held for service at temperatures between 4°C and 60°C for a period of not more than 4 hours, otherwise it should be discarded.

[The Food Hygiene Code issued by the FEHD can be downloaded at http://www.fehd.gov.hk/english/publications/code/code_index.htm]

3.25.9 Catering Services

According to the regulations of the Hong Kong Convention & Exhibition Centre (HKCEC), no catering items or service provided from outside HKCEC is permitted, and HKCEC security will take action against the delivery of any catering items.

Exhibitors may have food and drinks at the cafeteria inside the exhibition halls or at the restaurants. Should you require in-house delivery service, you may also contact the HKCEC directly at (852) 2582 8888.

3.25.10 Food & Drugs (Composite and Labelling) Regulations

The Food and Drugs (Composition and Labelling*) Regulations (Cap. 132W of the Laws of Hong Kong SAR) make it mandatory for all prepackaged food to carry a prescribed label of prepackaged food and a nutrition label marked or labeled with its energy value and nutrient. Both labels shall be in either the English or the Chinese language or in both languages.

Violation of the Food and Drugs (Composition and Labelling) Regulations is an offence. Offenders found guilty are liable to a fine of up to HK\$50,000 and to imprisonment of up to 6 months.

Unless the prepackaged food is to be sold at the exhibition for immediate consumption, or unless otherwise exempt under the Regulations, the label of prepackaged food must provide information of

- 1) food name/designation;
- 2) list of ingredients;
- 3) indication of "best before" or "used by" date;
- 4) statement of special condition for storage or instructions for use;
- 5) full name and address of manufacturer or packer;
- 6) count, weight or volume;
- 7) declaration of the presence of substances which are known to cause allergy on food labels;
- 8) energy value and nutrient content.

And, additive constituting one of the ingredients of a prepackaged food shall be listed by both its functional class and its specific name or its identification number under the International Numbering System for Food Additives.

The nutrition label for prepackaged food must contain the following 8 aspects and should also cover the amount of any claimed nutrients:

- energy
- protein
- available carbohydrates
- total fat
- saturated fatty acids
- trans fatty acids
- sodium
- sugars

The nutrition label for infant formula must, unless otherwise exempt under the Regulations, contain the following aspects:

- energy
- protein
- total fat
- total carbohydrates
- vitamin A, D3, E, K, B6, B12, C
- thiamine, riboflavin, niacin, biotin
- pantothenic acid, folic acid
- iron, calcium, phosphorus, magnesium, sodium, chloride, potassium, manganese, iodine, selenium, copper, zinc and choline

If the fluoride content of any infant formula exceeds 100µg per 100kcal or 24µg per 100kJ, the formula must also be labelled with a statement indicating that consumption of the formula may cause dental fluorosis and recommending that such risk be discussed with a medical practitioner or health professional.

The nutritional label for prepackaged food for infants and young children must, unless otherwise exempt under the Regulations, contain the following aspects:

- energy
- protein
- total fat
- available carbohydrates
- sodium

– vitamin A and D (if added)

All **Hong Kong and overseas exhibitors** that intend to conduct selling of prepackaged foods at HKTDC Hong Kong International Tea Fair should make sure their products carry the required nutrition label.

For exhibitors selling prepackaged foods that have a total sales volume of less than 30,000 units a year in Hong Kong, and the prepackaged foods do not provide any nutrition claims, they are eligible to apply for a Small Volume Exemption (SVE) at the Centre for Food Safety under the FEHD. Upon approval, the Centre will issue to the exhibitor an exemption number per food application for use in the course of its selling at the Fair. SVE should only be applied by Hong Kong manufacturers or Hong Kong importers. Overseas exhibitors are advised to apply for their SVE via their Hong Kong importers/distributors/agents.

Prepackaged food samples that have no required nutrition labels and are not exempted should only be offered for free food tasting or promoted as display items. They are not allowed to be sold at the HKTDC Hong Kong International Tea Fair.

Officials from the FEHD may conduct random inspections onsite during the Fair period. The Organiser may, given all circumstantial supportive factors, call for immediate removals of the alleged food items from sale. In the incidences that repeated warnings are in vain, the Organiser has the discretion to terminate the exhibitors' right to continue participating in the Fair with immediate effect.

To comply with the requirements of the Regulations, Exhibitors should refer to the Guidelines/Guidance Notes issued by the Centre for Food Safety, available at its website at www.cfs.gov.hk and including the following:

- Trade Guidelines on Preparation of Legible Food Label
 - Trade Guidelines on Serving Size of Prepackaged Food For Nutrition Labelling
 - Labelling Guidelines on Food Allergens, Food Additive and Date Format
 - Technical Guidance Notes on Nutrition Labelling and Nutrition Claims
 - Method Guidance Notes on Nutrition Labelling and Nutrition Claims
 - Guide to Application for Small Volume Exemption
 - Technical Issues on Nutrition Labelling - Rounding Rules
 - Acceptable Nutrient Function Claims under the Nutrition Labelling Scheme in Hong Kong
 - Technical Guidance Notes on Nutritional Composition and Nutrition Labelling of Infant Formula, Follow-up Formula and Prepackaged Food for Infants and Young Children
 - Method Guidance Notes on Nutritional Composition and Nutrition Labelling of Infant Formula, Follow-up Formula and Prepackaged Food for Infants and Young Children
 - Guidelines on Voluntary Labelling of Genetically Modified (GM) Food

For further details regarding the Food and Drugs (Composition and Labelling) Regulations, please contact the Food Safety at: (852) 2868 0000 or visit its website at <https://www.elegislation.gov.hk/>.

3.26. Important Points to Note

3.26.1 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 Hong Kong International Tea Fair 2024 immediate effect and / or to ban the company from participation in any or all future HKTDC exhibitions.

During the Hong Kong International Tea Fair 2024 (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) 2294-2299 或 2294-2095, Fax: (852) 2136-6334, Website: <http://www.immd.gov.hk/en/services/hk-visas/index.html> or email: enquiry@immd.gov.hk 】

Non-working visa holders may wish to hire local temporary helpers to conduct retail Sales.

3.26.2 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:

3.26.3 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.

3.26.4 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.

3.26.5 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.

3.26.6 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.

3.26.7 Replenishment of Exhibits

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

15 - 17 August 2024

8:15 am - 9:30 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.

3.26.8 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.

3.26.9 Removal of Exhibits

Removal of exhibits may commence only after 6 pm on 17 August 2024. 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.

3.26.10 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.

3.26.11 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.

3.26.12 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.

3.26.13 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.

3.26.14 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 **12 July 2024**.

3.26.15 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.

3.26.16 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.

3.26.17 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 6.1 and 6.2** 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.

3.26.18 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.

3.26.19 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.

3.27 IMPORTANT NOTICE

During the Fair period, exhibitors must observe and pay special attention to the following relevant ordinances & rules for Chinese medicine & health products (3.27.1 to 3.27.9):

3.27.1 Chinese Medicine Ordinance and Other Relevant Legislations

Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong)

The Ordinance which was passed by the Legislative Council on 14 July 1999 established a regulatory system for the protection of public health, the accomplishment of a professional status for Chinese medicine practitioners and the enhancement of safety, quality and efficacy of Chinese medicines in Hong Kong. The contents of the Chinese Medicine Ordinance include, without limitation, the composition and functions of the Chinese Medicine Council, Chinese Medicine Practitioners Board, Chinese Medicines Board and the seven committees established under the Chinese Medicine Council; the regulatory system for Chinese medicine practitioners, which includes registration, examination and discipline of Chinese medicine practitioners; the regulatory system for Chinese medicines, which includes licensing and regulation of Chinese medicines traders and registration of proprietary Chinese medicines; and the issuance of Chinese Medicine Safety Orders.

All exhibitors are reminded that they must hold a valid Retailer Licence (Exhibition) in Chinese Herbal Medicines for selling or offering Chinese medicines at the Fair. For details on the application of the Licence, please contact the Chinese Medicine Council of Hong Kong at (852) 2121 1888 or email to info@cmchk.org.hk.

Registration System and Statutory Requirements for Proprietary Chinese Medicines Implemented

In accordance with s.119 of the Chinese Medicine Ordinance (Cap. 549), all proprietary Chinese medicines must be registered under the Ordinance with the Chinese Medicines Board of the Chinese Medicine Council of Hong Kong before they can be imported, possessed or sold in Hong Kong. Any person who sells, or imports, or possesses any unregistered proprietary Chinese medicine shall commit an offence and upon conviction shall be sentenced at maximum for a fine at HK\$100,000 and imprisonment for 2 years.

Sections 143 and 144 of the Ordinance also impose an offence on any person who sells, or has in his possession for the purpose of selling, any proprietary Chinese medicine without a label and a package insert which does not comply with the prescribed requirements and the maximum penalty is a fine of \$100,000 and 2-years' imprisonment.

All Hong Kong and overseas exhibitors are reminded that they must fulfill the obligations imposed by the Chinese Medicine Ordinance before they can possess, sell, market, display, exhibit or deal in any other ways with proprietary Chinese medicines at the Fair(s). Summaries of the operation of the Ordinance in respect of Chinese herbal medicines and proprietary Chinese medicines can be found on the website of the Chinese Medicine Council of Hong Kong at <http://www.cmchk.org.hk/>. For a full text of the Ordinance, please browse the website of the Hong Kong e-Legislation website at <https://www.elegislation.gov.hk/>.

3.27.2 Undesirable Medical Advertisements Ordinance

The Department of Health of the HKSAR Government has set forth very strict rules and regulations relating to drug labelling and advertising. The Undesirable Medical Advertisements Ordinance, Cap.231 of the Laws of Hong Kong, prohibits the advertising of any medicine, surgical appliances or treatment for the prevention or treatment of diseases or conditions specified in the Schedules 1 and 2 of the Ordinance. Advertisements include but are not limited to any notice, poster, pamphlet and label on product and any announcement made orally or by means of producing or transmitting light or sound. It is possible that representatives from relevant government departments would conduct an on-site inspection during the Fair for any misbehaviors or irregularities.

Exhibitors are reminded that sections 2 to 8 and Schedules 1, 2 and 4 of the Undesirable Medical Advertisements Ordinance has taken effect from 1 June 2012 so that the prohibition or restriction on advertisements of six prescribed group of health claims (relating to breast lumps, genitourinary system, endocrine system, body glucose, blood pressure and blood lipids or cholesterol) is extended to all orally consumed products, except those customarily consumed as food or drink.

The maximum penalty for contravention of the Ordinance is also increased to \$50,000 and 6-months' imprisonment for a first offence and \$100,000 and 1-year's imprisonment for a second or subsequent offence.

The full text of the Ordinance can be downloaded from the Hong Kong e-Legislation website at <https://www.elegislation.gov.hk/>.

For compliance with the requirements of the Ordinance, Exhibitors should also consult the Guidelines on Undesirable Medical Advertisement Ordinance available at the website of the Drug Office of the Department of Health at www.drugoffice.gov.hk.

The exhibitor agrees to comply with the said conditions, and to exempt the Hong Kong Trade Development Council and Hong Kong Convention and Exhibition Centre (Management) Limited from, and indemnify them against all liabilities whatsoever incurred from any complaint lodged or proceedings instituted by any person arising from any offence committed under the regulations by the exhibitor.

3.27.3 Rules & Regulations for Imports and Exports of Chinese Medicines

The import and export of proprietary Chinese medicines and 36 types Chinese herbal medicines (including 31 Chinese herbal medicines specified in Schedule 1 and the 5 Chinese herbal medicines specified in Schedule 2 (*Flos Campsis* (凌霄花); processed *Radix Aconiti* (製川烏); processed *Radix Aconiti Kusnezoffii* (製草烏); *Radix Clematidis* (威靈仙) and *Radix Gentianae* (龍膽) of the Chinese Medicine Ordinance) as listed in the First Schedule to the Import and Export (General) Regulations (Chapter 60, sub Leg.A), Laws of Hong Kong, are subject to licensing control. Importation / Exportation of these articles must be covered by an import/export licence issued by the Department of Health.

Please note that importation/exportation of proprietary Chinese medicines and 36 types Chinese herbal medicines without an import/export license may violate the Import and Export (General) Regulations. Such violation constitutes an offence and offenders found guilty are liable to a fine of up to HK\$500,000 and to imprisonment of 2 years. For details of the relevant provisions of the Regulations, please browse the website <https://www.elegislation.gov.hk/>.

- 1) An Import or Export Licence must be applied to cover the consignment before the arrival or departure of the goods. Application should be submitted after completion of Import Licence Form 3 and Export Licence Form 6, by hand to the Chinese Medicine Section, Chinese Medicine Division of the Department of Health, at 16/F., AIA Kowloon Tower, Landmark East, 100 How Ming Street, Kwun Tong, Kowloon.

Details of the applications for import/export permit for Chinese herbal medicines and proprietary Chinese medicines can be found in the Guidelines issued by the Chinese Medicine Division of Department of Health which are available on its website at www.cmd.gov.hk.

- 2) In the case of an import licence application, the applicant will be given the original and duplicate of licence. The original is to enable the licensee to take delivery of the goods from the carrier (shipping company, airline or transportation company). Please note that under Section 8 of the Import and Export Ordinance (I & E Ordinance), the original must be presented to the carrier within 7 days after importation of the goods, irrespective of whether delivery of the goods is taken. The duplicate is for the licensee's retention.
- 3) Under Sections 6C(1) and 6D(1) of the I & E Ordinance, no person shall import or export pharmaceutical products and medicines except under and in accordance with a licence issued by the Director-General of Trade and Industry. Sections 6C(2) and 6D(3) of the I & E Ordinance stipulate that any person who contravenes Sections 6C(1) and 6D(1) shall be guilty of an offence and shall be liable on conviction to a fine of \$500,000 and to imprisonment for two years.
- 4) For further information, please contact Chinese Medicine Regulatory Office of the Department of Health at (852) 23195119 or visit its website at www.cmro.gov.hk.
- 5) The exhibitor agrees to comply with the said conditions, and to exempt HKTDC and Hong Kong Convention and Exhibition Centre (Management) Limited from, and indemnify them against all liabilities whatsoever incurred from any complaint lodged or proceedings instituted by any person arising from any offence committed under the regulations by the exhibitor.

3.27.4 Protection of Endangered Species of Animals and Plants Ordinance

The Protection of Endangered Species of Animals and Plants Ordinance (the Ordinance), Cap. 586, is the local legislation which gives effect to the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) in Hong Kong. The Ordinance requires a licence to be issued in advance by the Agriculture, Fisheries and Conservation Department for the import, introduction from the sea, export, re-export or possession of specimens of a scheduled species, whether alive, dead, its parts or derivatives (including medicines). The Ordinance also specifies the circumstances under which no licence is required for trade in endangered species. The control regime follows closely the requirements under CITES.

The Ordinance applies to all parties, including traders, tourists and individuals, who conduct activities involving endangered species. For details of the Ordinance and guidelines for applying necessary licences, please visit the website of the Agriculture, Fisheries and Conservation Department at <http://www.afcd.gov.hk/eindex.html>.

3.27.5 Environmental Levy Scheme on Plastic Shopping Bags

Introduced under the Product Eco-responsibility Ordinance (Cap. 603) ("PERO"), the Environmental Levy Scheme on Plastic Shopping Bags seeks to address the problem of excessive plastic shopping bag use. The Product Eco-responsibility Ordinance imposes duty on seller to charge for plastic shopping bags in retail sale of certain goods to a customer. A seller must charge the customer an amount not less than 1 dollar for each plastic shopping bag or each pre-packaged pack of 10 or more plastic shopping bags, unless exempted under the Ordinance. Exemptions apply to plastic shopping bags carrying only certain items, such as food that are unpackaged or are not wholly contained in packaging or "takeaway" food contained in a non-air tight packaging and ready for immediate consumption by the customer. Plastic shopping bags containing only food or drink that are frozen, chilled or already wholly contained in packaging are no longer exempted from levying. Any person who fails to comply commits an offence and will be liable to a fine at HK\$100,000 on the first occasion and to a fine at \$200,000 on each subsequent occasion. Alternatively, a person may be subject to a fixed penalty of HK\$2,000 payable within 21 days after the date on which the fixed penalty notice is given.

For further information, please contact the Environmental Protection Department at (852) 31522299 or email psb@epd.gov.hk.

3.27.6 Producer Responsibility Scheme for Glass Beverage Containers

Under the Product Eco-responsibility Ordinance (Cap. 603), starting from 1 February 2023, manufacturers and importers of glass-bottle beverages shall apply to the Environmental Protection Department to register as suppliers of such articles. From 1 May 2023 onwards, those manufacturers and/or importers who fail to register as suppliers are prohibited from distributing such articles. Registered suppliers are subject to certain reporting and record-keeping requirements on the distribution and consumption of glass-bottle beverages, and are required to pay container recycling levy currently set at \$0.98 per litre volume of glass containers.

Any manufacturers or importers who distribute glass-bottle beverages without registering as a supplier may be fined up to HK\$100,000. Any persons who fail to comply with the reporting or record-keeping requirements and/or to pay the recycling levy may be fined up to HK\$100,000 on first offence and up to HK\$200,000 on subsequent offence(s). Failure to pay the recycling levy may also attract up to a 10% surcharge on the levy.

From 1 May 2023, any persons who dispose, import and/or export glass container waste are also required to obtain a relevant licence and/or permit under the Waste Disposal Ordinance (Cap. 354).

For details of the Producer Responsibility Scheme, please visit the website of the Environmental Protection Department at https://www.epd.gov.hk/epd/english/environmentinhk/waste/pro_responsibility/gprs.html.

3.27.7 Regulation over Disposable Plastic Tableware and Other Plastic Products

From 22 April 2024 onwards, the first phase of regulation over certain disposable plastic tableware and other plastic products under PERO will be implemented.

(a) Plastic tableware

In relation to plastic tableware, the PERO specifically governs their supply at the time of providing (i) dine-in service, (ii) catering service and/or (iii) takeaway service in the course of a catering business, and (iv) other situations.

“Catering business” refers to a business of (i) supplying food or drink for consumption by customers at a particular place, and the caterer or a person it employed/engaged is present at such place to serve customers, or (ii) supplying prepared food or drink ready for immediate consumption without further preparation (i.e. any form of cooking or any other treatment that changes the form or flavour of the food or drink, excluding trimming of fresh produce).

(i) Dine-in service

Under PERO, an Exhibitor will be considered as supplying plastic tableware (whether or not it is supplied as or in addition to the subject of a transaction, and whether or not it is supplied together with another product as a single item of goods) at the time of providing a dine-in service if:-

(a) any food or drink is supplied by such Exhibitor, in the course of the Exhibitor’s catering business, to another person for consumption on any catering premises on which the Exhibitor carries on its catering business (which is extended to cover seating or tables made available in an area specifically for the Exhibitor’s customers for dining purpose which is adjacent to, or forms part of any premises within, the catering premises on which the Exhibitor carries on its catering business) (“Catering Premises”); and

(b) the plastic tableware is supplied by the Exhibitor (i) together with the food or drink and is used by the Exhibitor for serving the food or drink for consumption on the Catering Premises, or (ii) for the purpose of facilitating the consumption of the food or drink by another person on the Catering Premises.

Any Exhibitor providing a dine-in service during the HKTDC Food Expo shall not supply the following plastic tableware:

- All expandable polystyrene (“EPS”) tableware
- Non-EPS straw
- Non-EPS stirrer
- Non-EPS cutlery (such as forks, knives and spoons)
- Non-EPS plate
- Non-EPS cup
- Non-EPS cup lid
- Non-EPS food container
- Non-EPS food container cover

(ii) Catering service

Under PERO, an Exhibitor will be considered as supplying plastic tableware (whether or not it is supplied as or in addition to the subject of a transaction, and whether or not it is supplied together

with another product as a single item of goods) at the time of providing a catering service if:-

- (a) any food or drink is supplied by such Exhibitor, in the course of the Exhibitor's catering business, to another person for consumption at a place arranged by the customer other than the Catering Premises;
- (b) as part of the transaction, the Exhibitor or a person it employed/engaged is present at the place at the time when the food or drink is or is to be consumed; and
- (c) the plastic tableware is supplied by the Exhibitor or a person it employed/engaged (i) together with the food or drink and is used by them for serving the food or drink for consumption at such place, or (ii) for the purpose of facilitating the consumption of the food or drink by another person at such place.

Any Exhibitor providing a catering service during the HKTDC Food Expo shall not supply the plastic tableware prohibited in relation to dine-in service listed above.

(iii) Takeaway service

Under PERO, an Exhibitor will be considered as supplying a plastic product (whether or not it is supplied as or in addition to the subject of a transaction, and whether or not it is supplied together with another product as a single item of goods) at the time of providing a takeaway service if:-

- (a) any food or drink supplied by such Exhibitor, in the course of the Exhibitor's catering business, to another person is to be taken away from the Catering Premises;
- (b) the food or drink is prepared and ready for immediate consumption without further preparation (i.e. any form of cooking or any other treatment that changes the form or flavour of the food or drink, excluding trimming of fresh produce);
- (c) the plastic product is supplied by the Exhibitor for (i) facilitating a person to take away the food or drink from the premises, or (ii) facilitating the consumption of the food or drink by another person outside the Catering Premises; and
- (d) the transaction does not include the presence of the Exhibitor or a person it employed/engaged at the place where the food or drink is or is to be consumed.

Any Exhibitor providing a takeaway service during the HKTDC Food Expo shall not supply the following plastic tableware:

- All EPS tableware
- Non-EPS straw
- Non-EPS stirrer
- Non-EPS cutlery (such as forks, knives and spoons)
- Non-EPS plate

(iv) Other situations

If an Exhibitor does not supply the plastic tableware at the time of any dine-in, catering or takeaway service, then it will be prohibited from supplying the following plastic tableware and displaying to potential customers such tableware or information relating to the same, unless any exception applies (e.g. the product is or forms part of the packaging of any unprepared food or drink, or any prepared food or drink not ready for immediate consumption):

- All EPS tableware
- Non-EPS straw
- Non-EPS stirrer
- Non-EPS cutlery (such as forks, knives and spoons)
- Non-EPS plate

- Non-EPS cup
- Non-EPS cup lid
- Non-EPS food container
- Non-EPS food container cover

Please also note that all of the above prohibitions in the context of dine-in, catering, takeaway services or other situations do **not** apply if (i) the plastic tableware forms part of a final food or drink product pre-packaged at a place other than the supply point (“Final Product”), and (ii) before such supply, neither the contents of the packaging have been altered, nor the package/package has been opened or changed, at the supply point.

To this end, the plastic tableware will be considered as forming part of a Final Product if:-

- it is, or forms part of, the packaging of the food or drink;
- it was attached to the Final Product at a place other than the supply point and was so attached to be used for consuming the food or drink; or
- it was placed inside the packaging of the food or drink at a place other than the supply point and was so placed to be used for consuming the food or drink.

(b) Other plastic products

In relation to certain other plastic products, the supply and display of the following (amongst others) are prohibited under PERO:

- Disposable food stick made of plastic;
- Disposable toothpick made of plastic;
- Disposable tablecloth made of plastic; and
- Oxo-degradable plastic products.

Meanwhile, the supply of the following (amongst others) without charge is also prohibited:-

- Disposable gloves wholly or partly made of polyethylene; and
- Tissue paper pack with packaging made of plastic, that is supplied primarily for promotional purpose.

(c) Penalties

Any person who contravenes the above prohibitions in relation to plastic tableware and/or other plastic products commits an offence (subject to applicable defence(s)) and is liable on conviction to a fine at HK\$100,000. Alternatively, such person may be subject to a fixed penalty of HK\$2,000 payable within 21 days after the date on which the fixed penalty notice is given.

For more details, please refer to the full text of the Product Eco-responsibility Ordinance (Cap.603) or the information site provided by the Environmental Protection Department at

<https://www.greentableware.hk/en-us/>.

3.27.8 Other Relevant Legislations

Other than the laws and regulations mentioned in the foregoing sub-sections, Exhibitors shall also comply with the provisions of relevant legislations for example:

- (i) Under the Prevention of Bribery Ordinance (Cap.201), any person who, without lawful authority or reasonable excuse, offers any advantage to a public servant as an inducement to or reward for that public servant's exercise of his duties commits an offence;
- (ii) Under the Public Health and Municipal Services Ordinance (Cap. 132), which imposes restrictions on and requirements for, amongst others, preparation and adulteration of drugs; possession for the purpose of sale, exposition and advertising of drugs injuriously affected in their quality, constitution or potency by means of adulteration; prohibitions against sale to the prejudice of purchasers of drugs not of the nature or quality demanded by purchasers; prohibitions against sale, exposition or possession for sale of drugs intended but unfit for use by man; and prohibitions against sale and display of drugs for sale with false or misleading labeling or advertising;
- (iii) Under the Animals and Plants (Protection of Endangered Species) Ordinance (Cap. 187), restrictions related to the control of endangered species;
- (iv) Under the Undesirable Medical Advertisements Ordinance (Cap.231), which imposes, amongst others, prohibitions against advertisements likely to lead to the use of any medicine, surgical appliance or treatment for certain diseases and all orally consumed products as prescribed in such Ordinance and abortion;
- (v) Under the Waste Disposal Ordinance (Cap. 354), which makes provisions for the control and regulation of the production, storage, collection and disposal including the treatment, reprocessing and recycling of waste of any class or description, the licensing and registration of places and persons connected with any such activity, the payment of levy for disposal of municipal solid waste, and other related matters;
- (vi) Under the Trade Descriptions Ordinance (Cap. 362), which imposes, amongst others, prohibitions against application of false trade description to goods or services; possession for sale or for any purpose of trade or manufacture of goods with false trade description; prohibitions against supply of goods or services with false trade description; prohibitions against forging trade mark or application of false trade mark to goods; prohibitions against import and export of goods with false trade description or forged trade mark; and prohibitions against unfair trade practices including without limitation misleading omissions, aggressive commercial practices, bait advertising, bait and switch and wrongly accepting payment.
- (vii) Under the Pharmacy and Poisons Ordinance (Cap.138), which imposes restrictions on and requirements for, amongst others, possession and sale (both retail and wholesale) of poisons by registered pharmacists; registration of premises where poisons are kept for the purposes of retail sale; the requirement of prescription by a registered medical practitioner, registered dentist or registered veterinary surgeon for sale of certain designated poisons; labeling of and containers for poisons; storage and transport of poisons; and manufacture, import and export for pharmaceutical products. In particular, attention should be drawn to the restrictions relating to the control of medicines containing any western medicine as ingredients, and references should be made to the latest information and news posted on the website of Drug Office, Department of Health: <http://www.drugoffice.gov.hk/eps/do/index.html> .
- (viii) Under the Dangerous Drugs Ordinance (Cap. 134), which regulates, amongst others, import, export and supply of dangerous drugs; and the prescription and administration of dangerous drugs. The Ordinance also criminalises the possession and trafficking of dangerous drugs. Exhibitors should note that from 1 February 2023 onwards, cannabidiol (commonly known as "CBD") is included within the definition of dangerous drugs under the Ordinance. Exhibitors should not supply, possess or in any way deal in or with any items containing cannabidiol.

Please refer to the various ordinances for details. The full text of the ordinances can be downloaded from the website: <https://www.elegislation.gov.hk/>.

Government publications can also be purchased through the following channels:

- visiting the online Government Bookstore at <http://www2.bookstore.gov.hk/>;
- calling the Publications Sales Unit of Information Services Department at (852) 2537 1910 or sending an email to puborder@isd.gov.hk; or

- downloading the order form from the ISD website at <http://www.isd.gov.hk> and submit the order online or by fax to (852) 2523 7195.

The exhibitor agrees to comply with the said conditions, and to exempt HKTDC and Hong Kong Convention and Exhibition Centre (Management) Limited from, and indemnify them against all liabilities whatsoever incurred from any complaint lodged or proceedings instituted by any person arising from any offence committed under or breach of any of the aforesaid laws, rules and regulations by the exhibitor.