

### PART ONE

### 第一部份

### COMPANY INFORMATION

### 公司資料

Please fill in this form carefully as the information provided will be used for listing in the fair catalogue. (Please fill out in block letters)  
請小心填寫此表格，貴公司所提供之資料將刊登於展覽會場刊內。(請以英文正楷填寫)

Name of Company 公司名稱 : \_\_\_\_\_

Address 地址 : \_\_\_\_\_

Postal Code 郵編 : \_\_\_\_\_ Country/Region 國家/地區 : \_\_\_\_\_

Tel No. 電話 : \_\_\_\_\_ Fax No. 傳真 : \_\_\_\_\_

E-mail 電子郵件 : \_\_\_\_\_

Web Site 網址 : \_\_\_\_\_

Product Brand Name (s) 產品牌子名稱 : \_\_\_\_\_

Person to contact concerning your participation in the Exhibition 有關參展事務之聯絡人

Name 姓名 (Mr. / Ms.): \_\_\_\_\_

Position 職位 : \_\_\_\_\_

Mobile Phone 手提電話 : \_\_\_\_\_

Direct Line 直線電話 : \_\_\_\_\_

E-mail 電子郵件 : \_\_\_\_\_

### EXHIBITS 展品項目

\*Please specify products. 請列明有關產品

Gift & Home 禮品與家居用品 : \_\_\_\_\_

Consumer Electronics 消費電子產品 : \_\_\_\_\_

Lighting 燈飾產品 : \_\_\_\_\_

Hardware & Gardening 五金及園藝用品 : \_\_\_\_\_

Pets 寵物用品 : \_\_\_\_\_

Wellness & Healthcare 健康與保健產品 : \_\_\_\_\_

Others 其他 : \_\_\_\_\_

Organiser:

Show Manager:

## FURNISHED STAND 標準攤位

Option 選項	Booth Size 攤位面積	Price per Booth 攤位價目		No. of Booth(s) 租用攤位數目		Amount HK\$ / US\$ 總額
I	(3m x 3m) 九平方米	HK\$27,500 (US\$3,600)	X		=	
II			X		=	

## RAW SPACE 展覽淨地

## Total Area 總面積

## Amount HK\$ / US\$ 總額

Min.36 sqm	最少三十六平方米	HK\$2,750 (US\$360)	X		=	
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## SPECIAL LOCATION SURCHARGE (Apply to Furnished Stand)

## 特別位置附加費 (適用於標準攤位)

## Surcharge HK\$ / US\$ 附加費

Corner Location with 2-side open (min 18 sq.m) 邊角位置總面積參展費 (最少十八平方米)	5% surcharge on total amount 總面積參展費的百分之五	=	
Peninsula Location with 3-side open (min 36 sq.m) 半島位置 (最少三十六平方米)	7.5% surcharge on total amount 總面積參展費的百分之七點五	=	

## PART THREE

## 第三部份 )))

## PARTICIPATION FEE AND PAYMENT TERMS

## 參展費用及付款細則

## PARTICIPATION FEE 參展費

## HK\$ / US\$

Amount 總額		
Special Location Surcharge 特別位置附加費		
Grand Total 總計		

A bank draft / crossed cheque / cash / bank remittance equivalent to 50% of the total participation fee payable to **"Comasia Limited"** should be submitted together with this completed application form. Balance payment should be made no later than Apr 15, 2024. Please refer to clause 3 of the attached "Exhibition Rules & Regulations" for the details of the payment terms.

## Comasia Limited

Address : 21/F., One Harbour Square, 181 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong Tel : (852) 2700 6726 Fax: (852) 2700 6727 Email: info@comasia.com.hk

## Declaration

We hereby apply for joining the **Mega Show Bangkok**. By signing this Application Form, we hereby acknowledge and confirm that we have read all the provisions contained in the attached "Exhibition Rules & Regulations"; and we agree to abide by the provisions contained in the attached "Exhibition Rules & Regulations" and acknowledge that such Exhibition Rules and Regulations shall form part of the agreement with the Show Organiser to participate in the **Mega Show Bangkok**. We understand and agree that when this application is accepted by the Show Organiser, this application together with all the provisions contained in the attached "Exhibition Rules & Regulations" will constitute valid, binding and enforceable obligations on us in accordance with its terms.

We understand and agree that all participation fee paid or payable by us is non-refundable unless otherwise specifically provided in the attached "Exhibition Rules & Regulations"; and our payment obligation for the entire participation fee under this application shall remain in full force and effect once this application is accepted by the Show Organiser irrespective of any subsequent cancellation by us, and that we shall indemnify and keep the Show Organiser fully indemnified for any and all losses or damages as a result of any non-payment or breach or non-compliance with any provisions of the attached "Exhibition Rules & Regulations" by us.

We understand that the above information will be included in the Show Organiser databank. The Show Organiser and other companies appointed by the Show Organiser are permitted to use our information in the promotion of the **Mega Show Bangkok** or for other trade promotion purposes. We will not hold the Show Organiser, and other companies appointed by the Show Organiser, any responsibility for any errors or omissions.

If you do not wish to have your information included in the promotion of the **Mega Show Bangkok**, please put a  in the box.

Name of Authorised Person  
負責人姓名

Position  
職位

Confirmed Booth No.  
確認攤位編號

Authorised Signature & Company Official Chop  
負責人簽名及公司印鑑

Date  
日期

We understand that the Show Organiser shall have the absolute discretion to allocate or re-allocate any Stand to us at any time prior to the commencement of the exhibition; and we shall not have any right to object or refuse such allocation. We also understand that failure to allocate and include a booth number on this application form shall in no event affect the validity of this application and its binding effect on us.

Organiser:

Show Manager:

## FURNISHED STAND 標準攤位



## 3m (D) x 3m (W)

### 3m x 3m 九平方米

- |                    |        |                             |        |
|--------------------|--------|-----------------------------|--------|
| - Fascia           | 公司招牌板  | - 1 Table                   | 一張檯    |
| - Wall panel       | 圍板     | - 3 Folding chairs          | 三張椅子   |
| - Carpet           | 地毯     | - 3 meter lockable cabinets | 三米儲物櫃  |
| - 3 Arm spotlights | 三枝長臂射燈 | - 6 meter display shelves   | 六米陳列架  |
| - 2 Spotlights     | 二枝射燈   | - 3 meter ceiling beam      | 三米天花鋁條 |

# EXHIBITION RULES & REGULATIONS

## 1. Definitions

- 1.1 In these Regulations, the following words and expressions shall (except where the context otherwise requires) have the following meanings:
- "Applicant" refers to the sole proprietorship, partnership or limited company whose details are specified in the Application Form;
- "Application Form" refers to the application form for the Applicant to apply for the right to participate at the Exhibition, to which a copy of the Regulations is attached;
- "Appointed Contractor" refers to any other company as appointed by the Show Organiser as the contractor to coordinate the overall design, layout and booth construction of the Exhibition;
- "Sub-Contractor" refers to any other company as appointed by the Appointed Contractor to coordinate the overall design, layout and booth construction of the Exhibition;
- "Associates" refers to: (a) any employees, contractors, subcontractors, representatives, or agents of the Exhibitor or its associates; (b) any relatives of the Exhibitor and any company which the Exhibitor and any company which the Exhibitor or its relative is a shareholder or director of such company, if the Exhibitor is an individual or partnership; and (c) any shareholders or directors of the Exhibitor and any relatives of such shareholders or directors and any company which the Exhibitor or its shareholders or directors or any of their relatives is a shareholder or director of such company, if the Exhibitor is a corporate entity;
- "Complainant" refers to the Exhibitor that files a complaint to the Show Organiser in respect of an infringement of intellectual property rights at the Exhibition;
- "Exhibition" refers to the exhibition to be known as the "Mega Gift & Home" which will be managed by the Show Organiser at the Exhibition Venue during the Exhibition Period;
- "Exhibition Period" refers to the period in 17-20 July 2024;
- "Exhibition Venue" refers to the Bangkok International Trade & Exhibition Centre, Bangkok, Thailand;
- "Exhibitor" refers to the relevant Applicant whom the Show Organiser has accepted, in writing, its application to exhibit at the Exhibition;
- "Exhibitor-Appointed Contractor" refers to the independent booth contractor appointed by the Exhibitor, with the prior written approval of the Appointed Contractor (which may be given in the sole and absolute discretion of the Appointed Contractor), for the construction, installation and removal of custom-built Stand;
- "Legal Advisor" refers to the legal advisor as appointed by the Show Organiser from time to time;
- "Participation Fee" refers to the participation fee specified in Part Two of the Application Form;
- "Products" refers to any goods, products, items, samples or exhibits displayed by the Exhibitor at the Exhibition;
- "Regulations" refers to the provisions contained in these "Exhibition Rules & Regulations";
- "Security Deposit" refers to an amount as specified in the exhibitor manual, being the deposit payable by the Exhibitor for each custom-built Stand and is refundable to the Exhibitor (without interest) subject to the deductions as set out in paragraph 6.2(f) below;
- "Show Organiser" refers to Comasia Limited;
- "Space" refers to the area within the Exhibition Venue where the Exhibition will be conducted; and
- "Stand" or "Booth" refers to the area within the Space designated to the Exhibitor for the purpose of exhibiting and promoting its Products. This may include the structure and partitioning of the booth as the case may be, but for the avoidance of doubt shall exclude any areas in front of the booth.

## 2. Application Form

- 2.1 The Exhibitor acknowledges that by signing the Application Form, it has irrevocably agreed and undertaken to comply with all its obligations under the Regulations and any other additional rules and regulations prescribed by the Show Organiser under paragraph 19 below.
- 2.2 Notwithstanding payment or acceptance of the Participation Fee or part thereof, submission of the Application Form to the Show Organiser does not create, whether express or implied, any rights on the part of the Applicant or any obligation or liability to perform any function or duty on the part of the Show Organiser.
- 2.3 The Show Organiser has the sole and absolute discretion to accept or reject, without giving any reason or explanation, the Applicant's application to exhibit at the Exhibition.
- 2.4 The Show Organiser will notify the Applicant in writing whether its application to exhibit at the Exhibition is accepted or rejected not less than TWO months after receipt by the Show Organiser of the Application Form (in any event before the commencement of the Exhibition Period).
- 2.5 Where the Applicant/Exhibitor is a business entity or a corporation, the Show Organiser may at any time require the Applicant/Exhibitor to produce copies or certified copies of the Applicant's/Exhibitor's certificate of incorporation, business registration certificate, and/or any other company registration documents.

## 3. Participation Fee and Payment Terms

- 3.1 The Applicant shall pay the Participation Fee to the Show Organiser in the following manner:
- (a) fifty per cent (50%) of the Participation Fee at the time of submission of the Application Form; and the balance payment should be made no later than Apr 15, 2024.
- (b) for any application and stand space booking received by the Show Organiser after Apr 15, 2024, a full payment of the Participation Fee should be made within fourteen (14) days upon date of formal confirmation and official invoice issued by the Show Organiser.
- 3.2 The Participation Fee paid by the Applicant shall be non-refundable except:
- (a) when the Show Organiser has rejected the Applicant's application to exhibit at the Exhibition, the Show Organiser will refund without interest only that part of the Participation Fee paid by the Applicant; or
- (b) when the Show Organiser has postponed, re-scheduled, suspended, cancelled or materially reduced or shortened the Exhibition Period under paragraph 18.2 below, the Show Organiser may (but is not obliged) in its sole and absolute discretion refund without interest such amount, if any, of the Participation Fee or part of it, paid by the Applicant after a 20% deduction for covering the relevant administrative, marketing, promotional and advertising expenses incurred by the Show Organiser for the Exhibition.
- Any applicable refund will be made within TWO months after the Applicant/Exhibitor having been notified in writing that its application has been rejected or the Exhibition is cancelled, postponed, re-scheduled, suspended, or materially reduced or shortened, as the case may be.
- The Applicant's payment obligation for the entire Participation Fee shall remain in full force and effect once the Applicant's application is accepted by the Show Organiser irrespective of any subsequent cancellation by the Applicant or any non-participation in the Exhibition by the Applicant, and that the Applicant shall indemnify and keep the Show Organiser and its associated companies fully indemnified for any and all losses or damages as a result of any non-payment or breach or non-compliance with any provisions of these Regulations.
- 3.3 All Participation Fee paid by the Applicant shall be non-refundable and forfeitable, notwithstanding an occurrence of Force Majeure Event(s) (as defined in this clause 3.3 below) in Hong Kong and/or country which the Applicant operates in (based on the address of the Applicant as provided in this Application Form) ("Country of Origin of the Applicant") which prevents the Applicant from attending and exhibiting at the Exhibition ("Failure to Exhibit"). However, upon an occurrence of Force Majeure Event(s) and receipt by the Show Organiser of a notice in writing from the Applicant in relation to the occurrence of such Force Majeure Event(s) which lead to the Failure to Exhibit by not less than 60 days before the commencement of the Exhibition, the Show Organiser may (but is not obliged) in its sole and absolute discretion permits the Participation Fee paid by the Applicant to be transferred and deemed as Participation Fee paid (with a 20% deduction from the paid Participation Fee for covering the relevant administrative, marketing, promotional and advertising expenses incurred by the Show Organiser for the Exhibition) ("Transfer of Participation Fee") for the next edition of the Exhibition ("Upcoming Exhibition"). Upon the occurrence of the Transfer of Participation Fee, the Applicant shall enter into separate contract(s) and/or application form(s) with regard to the application for stand space in the Upcoming Exhibition before the commencement of the Upcoming Exhibition.
- As the said transferred Participation Fee remains to be non-refundable in nature, if no binding contract and/or application form is entered into between the Show Organiser and the Applicant in relation to the application for stand space in the Upcoming Exhibition 60 days before the commencement of the Upcoming Exhibition, the Show Organiser shall be entitled to forfeit the said transferred Participation Fee.
- A Force Majeure Event as referred to in this clause 3.3 above means an event beyond the control of the Show Organiser and the Applicant, including but not limited to acts of God, accident, riots, war, terrorist act, disease, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions (including but not limited to compulsory boarding and quarantine requirements imposed by the government of the Hong Kong Special Administrative Region and/or the Country of Origin of the Applicant from time to time in response to any disease, epidemic and/or pandemic), changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.
- Upon the occurrence of the Transfer of Participation Fee, the Applicant would not be entitled to the allocation of any Booth in the Exhibition and the Show Organiser is entitled to reallocate the Booth which have been previously allocated and/or reserved for the Applicant (if any) to any other individuals and organisations as the Show Organiser considers appropriate. For the avoidance of doubt, the Show Organiser makes no representations, warranties and assumes no obligations with regard to any information and details regarding the Upcoming Exhibition, including but not limited to the time, duration, venue, scale and format of the Upcoming Exhibition and the size, price and location of the stand space in the Upcoming Exhibition which would be allocated or reserved for the Applicant. The Applicant shall enter into separate contract(s) and/or application form(s) with the Show Organiser with regard to the detailed terms in relation to the application for stand space in the Upcoming Exhibition before the commencement of the Upcoming Exhibition.
- 3.4 In the event that the fifty per cent (50%) of the Participation Fee stated in clause 3.1(a) above is paid by cash, the payment shall be made in Hong Kong dollars (HK\$) and/or United State dollars (US\$) only (the "Cash Payment") in Hong Kong. The remaining balance of the Participation Fee shall be settled in the following manner:
- (a) the balance of the Participation Fee shall be paid to the Show Organiser by bank draft / crossed cheque / Cash Payment / bank remittance. The Applicant is responsible to complete the relevant formalities or registration(s) as required by the bank or any applicable laws and regulations for the arrangement regarding the bank remittance of the balance of the Participation Fee (including notifying the bank or any relevant authorities regarding the cash payment of initial deposit in Hong Kong, if applicable);
- (b) in the event that excess payment on the Participant Fee was made by the Applicant, the Show Organiser shall refund the excess payment without interest in accordance with the relevant rules or regulations.
- 3.5 The Applicant shall be responsible for all liabilities resulting from or caused by the Cash Payment and any related arrangement(s).
- 3.6 Participation Fee includes Stand rental, Stand construction and the publicity and promotional arrangement for the Exhibition both overseas and in Hong Kong.
- 3.7 The Show Organiser and the Applicant hereby agree and acknowledge that each party shall be responsible and bear its own tax liability (including all fines, penalties, costs, charges, expenses and interests incidental or relating to taxation) incurred under any applicable jurisdiction in connection with their respective business activities and/or operations conducted in the Exhibition and/or otherwise in connection with the signing of this Application Form and the application for the right to participate in the Exhibition.

## 4. Publicity and Promotion for the Exhibition

- 4.1 The Show Organiser shall arrange and be responsible for all publicity and promotional arrangements for the Exhibition both overseas and in Hong Kong. The Exhibitor and its Associates must not give or cause to be given any interview, public announcement, press statement, or any other publicity or promotion whatsoever in relation to the Exhibition without the prior written approval of the Show Organiser.
- 4.2 The Exhibitor shall permit the Show Organiser, their associated companies and their agents or any companies appointed by the Show Organiser to disclose to any third party, for the purpose of publicising and promoting the Exhibition, the following information:-
- (a) the fact that the Exhibitor will be exhibiting at the Exhibition; and
- (b) a description of the products that the Exhibitor intends to exhibit at the Exhibition.



# EXHIBITION RULES & REGULATIONS

- 4.3 The Show Organiser and their associated companies or any companies appointed by the Show Organiser will be allowed and licensed to use the name and the logo of the Exhibitor for the purpose of publicising and promoting the Exhibition. This would include without limitation the printing of the name and the logo of the Exhibitor on posters, promotional materials and the Exhibition's official show directory.
- 4.4 The Show Organiser and their associated companies and any companies appointed by the Show Organiser shall not be responsible for any errors or omissions relating to the Exhibitor, its equipment, products or services in the Exhibition's official show directory or in any promotional materials, and the Exhibitor agrees to waive all its rights against the Show Organiser and their associated companies and any companies appointed by the Show Organiser in respect of any matter arising from such error or omission.

## 5. Stand Allocation

- 5.1 Before the commencement of the Exhibition Period, the Show Organiser will notify the Exhibitor of the location and position of the Stand. The Show Organiser has the sole and absolute discretion in allocating and specifying the location and position of the Stand and reserves the right to reallocate and re-specify another Stand different to the one originally allocated to the Exhibitor at any time prior to the commencement of the Exhibition Period. For the avoidance of doubt, failure to allocate and include a booth number on this Application Form shall in no event affect the validity of this Application and its binding effect on the Applicant. The Exhibitor does not have a right to object to such allocation and specification.
- 5.2 The Exhibitor cannot use a name on a Stand that is different from the one specified on the Application Form without the prior written approval of the Show Organiser.
- 5.3 The right to use the Stand allocated is specific to the Exhibitor and cannot be transferred, assigned, sub-contracted or otherwise shared with any third party.

## 6. Construction of the Stand and related works

- 6.1 The Stand will be provided by the Appointed Contractor's designated contractors and are of standard designs. No variation of the fascia board, lettering, fittings, structure or any integral part of the Stand by the Exhibitor shall be permitted without the prior written approval of the Appointed Contractor. The Appointed Contractor reserves the right to make changes to the facilities and Stands provided at any time before the commencement of the Exhibition.
- 6.2 The Exhibitor may appoint an Exhibitor-Appointed Contractor for the construction, installation and removal of custom-built Stand at the Exhibitor's own costs and expenses subject to prior written approval of the Appointed Contractor and to the following provisions:-
- (a) the custom-built Stand must be constructed and installed in accordance with the booth layout plans prepared by the Exhibitor and pre-approved by the Appointed Contractor. The booth layout plans must be clearly drawn, showing full dimensions and including all relevant information such as floor plans, stand elevation, all fittings, colour and materials to be used and must be drawn in a scale not less than 1:100;
  - (b) the height of raw space construction shall not exceed 4 metres and standard booth height (under either the basic or furnished booth package) shall not exceed 2.5 metres. For any structure exceeding the height of 3 metres, the Exhibitor must obtain a safety certificate issued by a Registered Structural Engineer ("RSE") to the satisfaction of the Appointed Contractor or Sub-Contractors indicating that the design is safe for the purposes intended;
  - (c) the custom-built Stand must be constructed from flame retardant materials approved by the Appointed Contractor;
  - (d) all the necessary plans, information and reports must be submitted to the Appointed Contractor for approval not less than ONE month before the commencement of the Exhibition Period. If any of the plans, information or reports is not submitted before the said time, the Appointed Contractor may refuse to accept and consider such request for approval;
  - (e) the Exhibitor-Appointed Contractor is deemed to be an agent of the Exhibitor. All actions and omissions of the Exhibitor-Appointed Contractor, its employees and/or its agents are deemed to be the actions and omissions of the Exhibitor;
  - (f) the Exhibitor must pay to the Appointed Contractor/Sub-Contractor the Security Deposit before commencing construction of the Stand. The Appointed Contractor/Sub-Contractor shall be entitled to deduct from the Security Deposit any amount sufficient to cover any damage or loss suffered by any person, including without limitation the Appointed Contractor, the Sub-Contractor, the Show Organiser, the owner or management of the Exhibition Venue or other exhibitors, as a direct or indirect result of any action or omission, negligence or otherwise, of the Exhibitor-Appointed Contractor in the Exhibition. Any expenses incurred for removing the custom-built Stand, restoring the area of the Stand to its original state and condition, and/or removing all rubbish and materials, plus such additional fees payable under paragraph 9.5, in the event that the Exhibitor fails to comply with its obligations under paragraph 9. The Security Deposit, less any amount deductible under this paragraph, will be refunded within TWO months after the conclusion of the Exhibition;
  - (g) should the amount to be deducted under sub-paragraph (f) exceed the Security Deposit, the Exhibitor shall fully indemnify and keep indemnified the Appointed Contractor/Sub-Contractor for any such additional amount and shall compensate the Appointed Contractor/Sub-Contractor for any loss or damage suffered.
- 6.3 The Exhibitor and the Exhibitor-Appointed Contractor are prohibited from:-
- (a) adding any fitting or display to the shell of the Stand;
  - (b) using any tapes, nails or other fixing mechanisms on the partitions, floor or ceiling of the Stand;
  - (c) displaying any free standing fixture (including without limitation names, signs, spotlights, banners, advertising material and logos) that exceeds a height of 2.5 metres or which extends beyond the boundaries of the Stand;
  - (d) suspending anything from the ceiling of the Exhibition Venue nor fixing anything to the floor, walls or any other part of the Exhibition Venue;
  - (e) installing or altering any electrical equipment except in accordance with paragraph 7 below, or using any electrical socket for more than one electrical appliance; and
  - (f) paint spraying, welding or using electrical saws within the Exhibition Venue. The Exhibitor is liable to the Show Organiser for any damage caused by the Exhibitor, the Exhibitor-Appointed Contractor and/or their Associates to any parts(s) of the Stand.
- 6.4 The transportation, assembly, dismantlement and removal of custom-built Stands are the responsibility of the Exhibitor. All such work must be carried out according to the arrangements and within the time limits specified in the Regulations or as otherwise specified by the Show Organiser.
- 6.5 Work of any kind carried out by the Exhibitor or its Associates at the Exhibition Venue must conform to all applicable statutes, rules and regulations applicable to the Exhibition Venue and also those specified by the Show Organiser and/or the Appointed Contractor. The Show Organiser, the Appointed Contractor and their associated companies reserve the right to prohibit or stop any work which contravenes any of such statutes, rules and regulations and the Exhibitor shall have no claim and agrees to waive all its rights against the Show Organiser, the Appointed Contractor and their associated companies or their agents for any other losses or damages.
- 6.6 Work of any kind carried out by the Exhibitor or its Associates at the Exhibition Venue including the decoration of the Stand must be fully completed within the time limits specified by the Show Organiser and/or the Appointed Contractor and in any case by 10:00 p.m. on the day preceding the commencement of the Exhibition Period. The Show Organiser and/or the Appointed Contractor reserves the right to assemble, install or decorate at the Exhibitor's expense the Stand which is not completed by the specified time and/or allocate use of the Stand to another person, without incurring any liability for refund of the Participation Fee paid by the Exhibitor or for any loss, damage or expense whatsoever to the Exhibitor or its Associates.
- 6.7 The Show Organiser and/or the Appointed Contractor reserves the right to alter or remove without notice and at the Exhibitor's expense any work which differs from the approved specification or any Stand that does not conform to the required standard or rules and regulations specified by the Show Organiser and/or the Appointed Contractor. The Exhibitor shall have no claim against the Show Organiser and/or the Appointed Contractor and their associated companies or their agents or any other companies appointed by the Show Organiser for any extra cost of replacing the Stand to conform to the specifications of the Show Organiser and/or the Appointed Contractor or for any other losses or damages.
- 6.8 All repairs or alternations to the Stand or displays can only be carried out by the Exhibitor during the time that the Exhibition is closed from the public and with the prior approval of the Show Organiser, the Appointed Contractor or their agents.

## 7. Electricity

- 7.1 The Exhibitor must carry out all electrical works at its own expense through the Appointed Contractor and/or Sub-Contractor. Before any electrical work is carried out, design plans or proposals for electrical installation must be submitted to the Appointed Contractor the Sub-Contractor for approval no later than THREE months before the commencement of the Exhibition Period. The Appointed Contractor and/or Sub-Contractor may require amendments or variations to be made to the design plan or proposals before approving the same, or may withhold approval at its sole and absolute discretion.
- 7.2 All electrical works, fitting sand wiring must be conducted and installed in compliance with the Electricity Ordinance (Chapter 406 of the Laws of Hong Kong) and/or its subsidiary regulations and the regulations of the Exhibition Venue.
- 7.3 Only electricity can be used as a source of light or power in the Exhibition Venue.
- 7.4 Electric current will be supplied in 220-volt, single phase; electric current of a higher voltage, three phases will be supplied subject to prior arrangement having been made with the Appointed Contractor and/or Sub-Contractor.
- 7.5 The Exhibitor must obtain all electricity supply, whether from the mains, batteries or generators, from the designated contractor appointed by the Appointed Contractor and/or Sub-Contractor.

## 8. Use of Stand

- 8.1 The Exhibitor shall use the Stand and any part of the Space allocated in a manner and format satisfactory to the Show Organiser at all times during assembly, installation and disassembly of the Stand and throughout the Exhibition Period. If at any time the Show Organiser believes in its sole opinion that the use of the Stand by the Exhibitor is unacceptable or that the Exhibitor has breached any of the Regulations, the Show Organiser reserves the right to disqualify the Exhibitor from participating in the Exhibition and/or to request the Exhibitor or any of its Associates to immediately leave the Exhibition Venue and/or to clear all or any part of the Stand or Space at the expense of the Exhibitor. The Exhibitor cannot ask for any refund of monies paid, full or partial, against the Show Organiser, should the Show Organiser exercise its rights under the Regulations.
- 8.2 The Exhibitor is prohibited from distributing any products, materials or otherwise, or to carry out any advertising, promotion or demonstration activities, or to canvass for business anywhere within the Exhibition Venue other than within the Stand.
- 8.3 The Exhibitor is prohibited from making, producing, or causing any sound or noise, including but not limited to music or sound produced by broadcasting from telephone, television, radio and any apparatus, equipment or instrument capable of creating such sound or noise, or vibration or smoke or offensive odour in the Space which is/are or may be a nuisance or annoyance to the Show Organiser, other Exhibitors or visitors to the Exhibition. Upon request by the Show Organiser, the Exhibitor shall immediately cease making such sound or noise or vibration or smoke or offensive odour.
- 8.4 An authorised representative of the Exhibitor must be in attendance at the Stand at all times when the Exhibition is open to the public and in the manner as prescribed by the Show Organiser or its agents from time to time.
- 8.5 The Show Organiser has the sole and absolute discretion to require the forthwith removal, and to remove, at the Exhibitor's expense, from the Stand or any area within the Exhibition Venue, any goods, materials, publicity material, items or things displayed or placed there without any obligation to give any reason therefore, and without incurring any liability for any loss, damage or expense whatsoever to the Exhibitor or its Associates as a consequence thereof.

## 9. Move-in and Move-out of Stand Products and Materials

- 9.1 The Exhibitor shall only move products, materials, exhibits, items or things in and out of the Exhibition Venue during the time period and in such manner as specified by the Show Organiser from time to time. Under no circumstances the Show Organiser shall be responsible for receiving or storing any Products or Stand materials on behalf of the Exhibitor.
- 9.2 On the last day of the Exhibition Period, the Show Organiser will issue to the Exhibitor a move-out permit which will specify the time period during which the Exhibitor can move out its Products, materials, exhibits, items or things from the Stand and the Exhibition Venue.
- 9.3 The Show Organiser reserves the right to appoint one or more exclusive contractor(s) to handle the transportation of all Products, materials, exhibits, items or things in and out of the Exhibition Venue, whereupon the Exhibitor shall be obliged to hire the services of such exclusive contractor(s).
- 9.4 The Exhibitor shall remove from the Exhibition Venue all Products, goods, materials, items or things of the Exhibitor or its Associates (and if applicable, remove any custom-built Stands and restore the area of the Stand to its original state and condition) within TWO hours after the conclusion of the Exhibition or within such other time as specified by the Show Organiser. Any such Products, goods, materials, items, things or custom-built Stands which are not removed from the Exhibition Venue by the specified time may be deemed abandoned and shall be

# EXHIBITION RULES & REGULATIONS

removed and disposed of by the Show Organiser and/or the Appointed Contractor, Sub-Contractor or their agent at the Exhibitor's expense. The Show Organiser and their associated companies, the Appointed Contractor or any company appointed by the Show Organiser shall not be liable for any loss, damage or expense whatsoever suffered by the Exhibitor, its Associates and/or the Exhibitor-Appointed Contractor as a consequence thereof.

- 9.5 Notwithstanding paragraph 9.4, the Exhibitor shall be liable to pay and fully indemnify the Show Organiser, their associated companies, the Appointed Contractor, Sub-Contractor or any other companies appointed by the Show Organiser for any and all amounts charged by the management company of the Exhibition Venue and/or any loss or damage suffered by the parties as a result of any breach by the Exhibitor under paragraph 9.4.

## 10. Removal of the Stand or Products

- 10.1 The Exhibitor shall not, without the prior written approval of the Show Organiser, dismantle or remove the Products, the Stand or any of its decorations until the Exhibition is officially concluded.

## 11. Authorised Personnel of the Exhibitor

- 11.1 The Exhibitor (if an individual) and its personnel, agents or representatives are required to wear exhibitor badges, contractor badges, whenever they are within the Space. Any person not wearing a badge will be required to leave the Space.
- 11.2 The Show Organiser will provide the Exhibitor with FIVE exhibitor badges (or such number of contractor badges as necessary) for use by the personnel, agents or representatives of the Exhibitor (or the Exhibitor-Appointed Contractor). The Exhibitor may in writing request additional exhibitor badges and the Show Organiser may provide such additional exhibitor badges if it considers necessary.
- 11.3 The Exhibitor shall provide the Show Organiser, its associated companies or any other company as appointed by the Show Organiser with full particulars of all those personnel, agents or representatives of the Exhibitor ("Such Personnel") who will be provided with exhibitor badges before the badges will be issued. The Exhibitor shall procure Such Personnel:-
- display their exhibitor badges conspicuously whilst in the Exhibition Venue;
  - do not pass or transfer their exhibitor badges to any other person;
  - return the exhibitor badges to the Show Organiser at the end of the Exhibition Period, or upon demand by the Show Organiser;
  - comply with all obligations imposed on the Exhibitor or on Such Personnel whether by the Regulations, the Show Organiser or its agents.
- 11.4 The Show Organiser will provide the Exhibitor with one vehicle pass issued by the management company of the Exhibition Venue. Only vehicles with such vehicle pass will be permitted to enter into the loading dock at the Exhibition Venue. Prior to the expiration of the time period specified in paragraph 9.4 above, the Exhibitor must return the vehicle pass to the Show Organiser.
- 11.5 The Exhibitor shall provide names and photos (and such other personal data as the Show Organiser may reasonably require) of its personnel, agents or representatives for production of the exhibitor badge. The Show Organiser shall not issue any exhibitor badge if the Exhibitor fails to provide such names and photos (and such other personal data) to the Show Organiser THREE months before the commencement of the Show.

## 12. Admission

- 12.1 Persons under 18 years of age will not be permitted to enter into the Exhibition.
- 12.2 The Show Organiser reserve(s) the right to refuse admission to the Exhibition of any persons, including the Exhibitor and its Associates, whom the Show Organiser in its absolute discretion considers as unfit, intoxicated or in any way likely to create disturbance or discomfort to the Exhibition, other Exhibitors or visitors to the Exhibition, or if such persons are already in the Exhibition Venue, to require them immediately leave the Exhibition Venue.

## 13. Photographing and Video Shooting

- 13.1 The Exhibitor shall not, and shall procure its Associates not to, take any photographs or video recording or record any sound at the Exhibition without the prior written approval of the Show Organiser.

## 14. Liability, Risks and Insurance

- 14.1 The Show Organiser, their associated companies, their agents, representatives, contractors or employees and any companies appointed by the Show Organiser shall not be liable in any way whatsoever in respect of any loss, injury or other damages (other than death or personal injury caused by the negligence of the Show Organiser or its employees) suffered by or caused to the Exhibitor or its Associates or the products or other property of the Exhibitor, its Associates or its visitors.
- 14.2 The Show Organiser and any companies appointed by the Show Organiser shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as a result of the Exhibition.
- 14.3 The Exhibitor undertakes to indemnify and at all times hereafter to keep indemnified the Show Organiser, their associated companies, their agents, representatives and employees and any companies appointed by the Show Organiser on demand from and against all liabilities, actions, proceedings, claims, damages, costs and expenses they may suffer or incur by reason howsoever in relation to any agreement with the Exhibitor or its Associates or any breach of the Regulations by the Exhibitor or its Associates.
- 14.4 The Exhibitor shall be responsible for effecting insurance which shall include, but not be limited to, its displays, exhibits and the Stand against loss or damage by theft, fire, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the Show Organiser upon request.
- 14.5 The Exhibitor shall take out insurance policies to cover itself against all potential liabilities imposed by the Regulations as well as any possible legal liability for negligence of the Exhibitor and its Associates and shall produce such policy of insurance to the Show Organiser upon request. The Exhibitor is fully liable for any loss or damage caused by an act or omission of the Exhibitor and/or its Associates to any property of the Exhibition Venue, the other Exhibitors, the Show Organiser or their associated companies or other companies appointed by the Show Organiser or the visitors to the Exhibition.
- 14.6 All Products, materials, items or things of the Exhibitor or its Associates that are brought to and removed from the Exhibition Venue are at the sole risk of the Exhibitor and should be safeguarded by the Exhibitor at all times.
- 14.7 The Exhibitor acknowledges and agrees that its participation in the Exhibition is solely at the Exhibitor's own risk.
- 14.8 The Show Organiser reserves the right to exercise a general lien over any property of the Exhibitor in the Exhibition Venue in respect of all monies due to the Show Organiser or the Appointed Contractor (including claims for damages) in connection with the Exhibition.
- 14.9 The Exhibitor shall comply with all relevant fire, health and safety legislations and rules and ensure that all its Associates are aware of their duties and responsibilities. Any plant or systems of work which may be used must be certified safe and in good working order.

## 15. Intellectual Property

- 15.1 The Exhibitor hereby represents and warrants to the Show Organiser that the Products do not infringe or breach in any way any right (including, but not limited to, intellectual property rights) of any person or entity and does not constitute a contravention of any applicable rule or law whether in the country of the Exhibition Venue or any other country.
- 15.2 The Exhibitor shall at all times, and without limit in point of time, indemnify and keep indemnified the Show Organiser in full on demand against all liability, loss, damages, costs and expenses (including legal costs and expenses on a full indemnity basis) awarded against or incurred or paid by the Show Organiser as a result of or in connection with:-
- the breach of any warranty given by the Exhibitor under paragraph 15.1 above; and
  - any claim that the Products infringe, or their importation or use or resale infringes, the patent, copyright, design right, trademark or other intellectual property rights of any other person or entity.

## 16. Waiver

- 16.1 The waiver by the Show Organiser of any of the Regulations will not prevent the subsequent enforcement of the Regulations and will not be deemed to act as a waiver in respect of any subsequent breach.

## 17. Termination of Right to Exhibit

- 17.1 The Show Organiser shall have the right to terminate at any time without notice the right of the Exhibitor to exhibit in the Exhibition and to immediately take possession of the Stand at the Exhibitor's expense in any of the following circumstances:-
- if the Exhibitor or any of its Associates commits a breach (whether capable of remedy or not) of any of the Regulations or any additional rules and regulations prescribed by the Show Organiser under paragraph 19 below; or
  - if the Exhibitor, being a body corporate, enters into liquidation whether compulsorily or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt; or
  - if the Exhibitor, being a sole proprietorship or partnership becomes, or one of its members becomes, bankrupt or insolvent or enters into any arrangements with its creditors or takes or suffers any similar action in consequence of debt; or
  - if the Exhibitor conducts any activity which, in the sole opinion of the Show Organiser, does not conform to the nature and purpose of the Exhibition, or interferes with the rights of other Exhibitors.
- 17.2 The Exhibitor shall have no claim for refund of the Participation Fee (or any part thereof) nor any other claim against the Show Organiser in the event that its right to exhibit in the Exhibition is terminated under this paragraph 17.

## 18. Cancellation or Postponement of Exhibition

- 18.1 The Show Organiser reserves the right to change the floor plan, site character or the Exhibition Venue at any time. The Show Organiser may in its sole and absolute discretion make proportional allowance for the space allocated to the Exhibitor.
- 18.2 Notwithstanding anything contained in the Regulations or any other documents or agreements between the Exhibitor and the Show Organiser, the Show Organiser reserves the right to postpone, re-schedule, cancel, suspend, alter in character or reduce in scale of the Exhibition, or to shorten or extend the Exhibition Period in its sole and absolute discretion at any time for whatsoever reason provided always that the Show Organiser may (but is not obliged) in its sole and absolute discretion refund without interest such amount, if any, of the Participation Fee or part of it less the relevant administrative, marketing, promotional and advertising expenses incurred by the Show Organiser for the Exhibition, as the Show Organiser thinks appropriate in accordance with paragraph 3 above.
- 18.3 Subject to the discretionary right to refund the Participation Fee under paragraph 18.2 above, the Show Organiser, its associated companies, its agents and representatives and any company appointed by the Show Organiser shall not be liable and the Exhibitor shall not make any claim or demand, whether for loss or damage, or return of all or part of any money paid by the Exhibitor, in connection with the Show Organiser exercising its rights under this paragraph 18, including without limitation, any postponement, re-scheduling, cancellation, alteration, reduction, shortening or extension of the Exhibition or the Exhibition Period.

## 19. Additional Rules and Regulations

- 19.1 The Show Organiser reserves the right to interpret, alter and amend any of the Regulations and to issue additional rules and regulations at any time it considers necessary for the orderly operation of the Exhibition. Any and all interpretations of the Regulations and any additional rules and regulations made by the Show Organiser shall be final and binding on the Exhibitor.

## 20. Right to Privacy

- 20.1 The Exhibitor is to conduct itself in a courteous manner and respect the rights of all the other Exhibitors and visitors to the Exhibition. The Exhibitor and its Associates are prohibited from entering into the Stands of other Exhibitors unless expressly invited to do so.

## 21. Governing Law

- 21.1 These Regulations shall be governed by and construed in all respects in accordance with the laws of Hong Kong Special Administrative Region and the Exhibitor irrevocably submits to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.