# In Style · Hong Kong

Manila, the Philippines
5-6 March 2020



### Why the Philippines



Ranked #2
in real GDP growth
among ASEAN countries in 2018

Young consumer class
with a median age of 23.7 and
high disposable income

Rising average purchasing power

with the expansion of the middle class

### About the Expo



Date: 5-6 March 2020 (Thursday-Friday)

Venue: SMX Convention Center, Manila, The Philippines

Edition: 5<sup>th</sup> edition

(Previous Editions:

Jakarta, Indonesia / Bangkok, Thailand / Kuala Lumpur, Malaysia / Ho Chi Minh City, Vietnam)

Format: B2B Trade Exhibition (Trade Buyers only, no retail sales)

Organiser: Hong Kong Trade Development Council

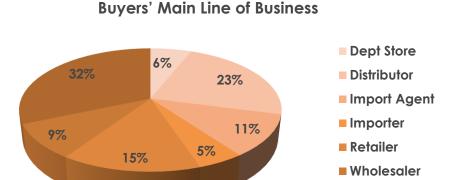


### Who attended?

81% of attended buyers rated the Expo as "excellent" or "good"

1,584 Trade Buyers from ASEAN markets: Malaysia, Indonesia, Singapore, Thailand, Vietnam, etc.

Other



### Trade buyers joined In Style · Hong Kong Expo to

- Identify new suppliers
- Place orders for the next season
- Update on market trends
- Establish new business contacts

### What you can expect



**ESTABLISH** 

**NEW Business Contacts** 

**UPDATE**on Market Trends

**GAIN**Media Exposure

#### Exhibit with companies of...

- Electronics
- Gifts, Houseware & Toys
- Apparel, Bags & Accessories
- Jewellery & Watches
- Food & Beverage

**130+** Hong Kong companies participated in previous edition in Vietnam, including...







82% of the ASEAN buyers will consider visiting more promotional activities that involve HK companies after the fair

### **Visitor Promotion & Publicity**

### IN STYLE • HONG KONG

### PRE-SHOW MARKETING

- Direct Mail & Product Preview
- Telemarketing

## ADVERTISING & SPONSORSHIPS

- Fair Catalogue Ad Space
- Campaign Publicity (Print & Online)

#### PRESS COVERAGE



- Pre-fair Press Conference
- Media Tour
- Press Interview

# BUSINESS MATCHING & BUYERS PROMOTION

- Customised Business Matching Services
- Travel Sponsorship to eligible buyers
- Onsite Incentives for Buyers

#### **SOCIAL MEDIA**



- Social Media Campaign with KOLs (Influencers)
- Exhibitor Highlights on Facebook

### DIGITAL MARKETING



- Free Online Promotion on hktdc.com
- Free Online Listing on event website

### What our exhibitors say

"In Style · Hong Kong Expo is very useful in helping us expand into the ASEAN market. Having participated in both Malaysia and Vietnam editions, we were able to establish important business contacts and gain a better understanding of the ASEAN market. We will definitely join the upcoming In Style · Hong Kong Expo in the Philippines."

-- Angela Lau Managing Director, Flamingo Gifts Collection Ltd





Booth Size and Type	<u>Participation Fee</u> (per Booth)	<u>Early Bird Offer</u> (on or before 30 August 2019)
6 sqm Premium Booth	HK\$18,000	HK\$14,400
6 sqm Standard Booth	HK\$15,000	HK\$12,000
4 sqm Standard Booth	HK\$9,400	N/A

- Early Bird Offer will be available for applications <u>RECEIVED BY 30 AUGUST 2019</u>.
- 4 sqm Standard Booths are offered on limited quantity on first-come-first-served basis. ONE booth per company only.
- The event is an eligible export marketing activity under the Export Marketing Fund (EMF) of the HKSAR Government: www.smefund.tid.gov.hk

### **Advertising Opportunities**

<u>Options</u>	<u>Content</u>	<u>Fee</u>
Fair Catalogue Full-page Ad	1 x Full-colour page in official Expo Fair Catalogue	HK\$4,500
Fair Website e-Banner	1 x e-Banner on Expo website	HK\$3,500
HKTDC Small Orders	1 x Showcase + Online profile on small-order.hktdc.com	HK\$3,500

### Contact Us

Mr Steven Yeung, HKTDC
Tel: +852 2584 4417
instylehongkong@hktdc.org

www.instyle-hk.com



#### **APPLICATION FORM - PRODUCT PROMOTION**

製造業拓展活動申請表

#### CONFIDENTIAL

密件

# In Style ● Hong Kong Expo in Manila, The Philippines 「時尚潮流・魅力香港」品牌匯展(菲律賓馬尼拉市) 5-6/3/2020



#### **Important**

- ◆ All Information must be completed in English unless otherwise stated. 除註明外,所有資料請以英文填寫
- ◆ The "Company Name" and "Brand Name" will be used to produce the fascia board(s) at your stand. 公司名稱及品牌名稱將用作貴公司展位招牌之用
- ◆ Mail completed application form, copies of HK business registration, brand registration (if any) and cross cheque to: 請將申請表格, 香港商業登記証副本, 品牌註冊証副本 (如有) 及參展費用支票寄往以下地址: 38/F, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong (Attn: Mr. Terry Wong PPA)

A.	Company Information 公司資料	3				
1a.	Company Name in English					
1b.	中文公司名稱					
2.	Registered Office Address 公司登記地址					
	Correspondence Address 通訊地址 Same as above 同上					
3.	Tel No. 電話			4. Fax No. 傳真		
5.	Email 電子郵件					
6.	Web-Site 網址					
7.	Business Registration Certificate					
8.	Name of Holding/Subsidiary Con	Name of Holding/Subsidiary Companies in Hong Kong / Outside Hong Kong 香港/境外 分公司名稱				
9.	No. of Office Workers 職員數目:	In Hong Ko	ong 香港_	Outside HK 境外		
10.	No. of Factory Workers 工人數目	: In Hong Ko	ong 香港_	Outside HK 境外		
В.	Nature of Business 業務性質					
1.	☐ Importer 入口商	2.	☐ Expo			
3.	□ Re-Exporter 轉口商	4.	☐ Manu	ufacturer 生產商		
		Factory in Hong Kong 生產設施設於香港				
				Factory outside Hong Kong 生產設施設於香港境外		
				(Please Specify 請註明)		
6.	☐ Others 其他 (Please Specify	請註明)				
C.	Export Sales Figures for the P	ast Two Year	s 過去兩年	E出口額(approx. 約數)		
1.	2017 HK\$ 港幣			2. 2018 HK\$ 港幣		
D.	Information of Contact Persor	for this Pron	notion 是 <sup>]</sup>	項活動之聯絡人資料		
1a.	Name Mr./Miss/Mrs			2. Position Held 職位		
	•	First Name)	(姓氏 Las	,		
1b.			/小姐/女士	3. Direct Tel No. 直線電話		
4	Fmail 雷子郵件			5 Direct Fax No 直線傳直		

1.	Name of Delegate(s) 出席是項源				
	Name Mr./Miss/Mrs		Positio	n 職位	
••	(First Name 名	K稱) (Last Name 姓氏)	_ 1 001110		
	中文姓名	先生/小姐/女:	± Type o	f Travel Document Held 所持旅	遊證件種類
2.	Name Mr./Miss/Mrs		Positio	n 職位	
	(First Name 名	孫稱) (Last Name 姓氏)	_		
	中文姓名	先生/小姐/女:	<u>+</u> Type o	f Travel Document Held 所持旅	遊證件種類
F.	Objective(s) of Joining this Pro	motion 參加是項活	動的主要目	目的	
1.	☐ Increase of sales 增加銷售額		6.	Launch new products 推出新	<b>「產品</b>
2.	☐ Gain market exposure 獲取市	場經驗	7.	Promote company image 推	廣公司形象
3.	□ Conduct market study 市場考	察	8.	Test market potential 測試產	品的市場潛力
4.	☐ Appointment of agent/distribute			Others 其他 (Please Specify	
5.	□ Establish new contacts 建立新		<b>У</b> . <u></u>	0 11 o 10 10 o 10 o 10 o 10 o 10 o 10 o	у нан±-77/
0.		山北州条	-		_
G.	Product Category 產品類別				
O.					
1.	☐ Computer & Peripherals 電腦之			Health Care Products 保健用品	
2.	□ Consumer Electronics 消費電	子產品	9.	Household Products (Non-Elect	trical) 家庭用品(非電動)
3.	□ Electrical Home Appliances 家	庭電器產品	10.	Lighting Products 照明產品	
4.	☐ Fashion & Accessories 服装及	飾物	11.	Sports Goods 運動用品	
5.	☐ Fine Jewellery 珠寶首飾		12.	Stationery & Office Equipment	文具及辦公室設備
6.	☐ Food & Beverages 食品及飲料	1	13.	Toys & Games 玩具及遊戲	
7.	☐ Giftware & Premium 禮品及贈	品	14.	Watches & Clocks 鐘錶	
			15.	Others (其他) :	
Dron					
Diai	d Name(s) 品牌名稱				
	d Name(s) 品牌名稱 bits Details 展品詳情				
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Exhi	bits Details 展品詳情	ts to be Promoted <sup>7</sup>	有關產品的	]現有市場及比重	
Exhi	bits Details 展品詳情  Existing Markets of the Produc				% of Total Sales
Exhi	bits Details 展品詳情	ts to be Promoted <sup>7</sup> % of Total Sales 佔總銷售額百分率	Co	]現有市場及比重 Duntry / Region 家 / 地區	% of Total Sales 佔總銷售額百分率
Exhi	bits Details 展品詳情  Existing Markets of the Produc  Country / Region	% of Total Sales	Co	ountry / Region 家 / 地區	
Exhi	bits Details 展品詳情  Existing Markets of the Produc  Country / Region  國家 / 地區	% of Total Sales	Co 國	ountry / Region 家 / 地區 <u>歐洲</u>	
H. Asia	Existing Markets of the Produc Country / Region 國家 / 地區 亞洲 Chinese mainland 中國內地 Hong Kong 香港	% of Total Sales	Co 國 <u>Europe</u>	ountry / Region 家 / 地區 <u>歐洲</u>   Poland 波蘭   Hungary 匈牙利	
H. Asia	Existing Markets of the Produc Country / Region 國家 / 地區 亞洲 Chinese mainland 中國內地 Hong Kong 香港 Japan 日本	% of Total Sales	<b>Europe</b> 13. 14. 15.	ountry / Region 家 / 地區 <u>歐洲</u> Poland 波蘭 Hungary 匈牙利 Czech Republic 捷克	
H.  Asia 1. 2.	Existing Markets of the Product Country / Region 國家 / 地區 亞洲 Chinese mainland 中國內地 Hong Kong 香港 Japan 日本 Korea 韓國	% of Total Sales	<b>Europe</b> 13.	ountry / Region 家 / 地區 <u>歐洲</u>   Poland 波蘭   Hungary 匈牙利   Czech Republic 捷克   Germany 德國	
H.  Asia 1. 2. 3. 4. 5.	Existing Markets of the Produc Country / Region 國家 / 地區 亞洲 Chinese mainland 中國內地 Hong Kong 香港 Japan 日本 Korea 韓國 Middle East 中東	% of Total Sales	Europe 13.	wittry / Region 家 / 地區 <u>歐洲</u>   Poland 波蘭   Hungary 匈牙利   Czech Republic 捷克   Germany 德國   U.K. 英國	
H.  Asia 1. 2. 3. 4. 5. 6.	Existing Markets of the Produc Country / Region 國家 / 地區  亞洲 Chinese mainland 中國內地 Hong Kong 香港 Japan 日本 Korea 韓國 Middle East 中東 South East Asia 東南亞	% of Total Sales	Europe 13.	wittry / Region 家 / 地區 <u>歐洲</u>   Poland 波蘭   Hungary 匈牙利   Czech Republic 捷克   Germany 德國   U.K. 英國   Netherlands 荷蘭	
H.  Asia 1. 2. 3. 4. 5. 6. 7.	Existing Markets of the Product Country / Region 國家 / 地區 亞洲 Chinese mainland 中國內地 Hong Kong 香港 Japan 日本 Korea 韓國 Middle East 中東 South East Asia 東南亞 Taiwan 台灣	% of Total Sales	Europe 13.	puntry / Region 家 / 地區 <u>歐洲</u> Poland 波蘭 Hungary 匈牙利 Czech Republic 捷克 Germany 德國 U.K. 英國 Netherlands 荷蘭 France 法國	
H.  Asia 1. 2. 3. 4. 5. 6. 7. 8.	Existing Markets of the Produc Country / Region 國家 / 地區 亞洲 Chinese mainland 中國內地 Hong Kong 香港 Japan 日本 Korea 韓國 Middle East 中東 South East Asia 東南亞 Taiwan 台灣 Others 其他亞洲國家	% of Total Sales	Europe 13.	wittry / Region 家 / 地區  歐洲 Poland 波蘭 Hungary 匈牙利 Czech Republic 捷克 Germany 德國 U.K. 英國 Netherlands 荷蘭 France 法國 Italy 意大利	
H.  Asia 1. 2. 3. 4. 5. 6. 7. 8. Ame	Existing Markets of the Produc Country / Region 國家 / 地區 亞洲 Chinese mainland 中國內地 Hong Kong 香港 Japan 日本 Korea 韓國 Middle East 中東 South East Asia 東南亞 Taiwan 台灣 Others 其他亞洲國家	% of Total Sales	Europe 13.	wittry / Region 家 / 地區  歐洲 Poland 波蘭 Hungary 匈牙利 Czech Republic 捷克 Germany 德國 U.K. 英國 Netherlands 荷蘭 France 法國 Italy 意大利 Spain 西班牙	
H.  Asia 1. 2. 3. 4. 5. 6. 7. 8. Ame	Existing Markets of the Product Country / Region 國家 / 地區 亞洲 Chinese mainland 中國內地 Hong Kong 香港 Japan 日本 Korea 韓國 Middle East 中東 South East Asia 東南亞 Taiwan 台灣 Others 其他亞洲國家 Inicas 美洲 U.S.A. 美國	% of Total Sales	Europe 13.	puntry / Region 家 / 地區 <u>歐洲</u> Poland 波蘭 Hungary 匈牙利 Czech Republic 捷克 Germany 德國 U.K. 英國 Netherlands 荷蘭 France 法國 Italy 意大利 Spain 西班牙 Others 其他歐洲國家	
H.  Asia 1. 2. 3. 4. 5. 6. 7. 8. Ame 9. 10.	Existing Markets of the Product Country / Region 國家 / 地區 亞洲 Chinese mainland 中國內地 Hong Kong 香港 Japan 日本 Korea 韓國 Middle East 中東 South East Asia 東南亞 Taiwan 台灣 Others 其他亞洲國家 Ticas 美洲 U.S.A. 美國 Mexico 墨西哥	% of Total Sales	Europe 13.	wittry / Region 家 / 地區  歐洲 Poland 波蘭 Hungary 匈牙利 Czech Republic 捷克 Germany 德國 U.K. 英國 Netherlands 荷蘭 France 法國 Italy 意大利 Spain 西班牙 Others 其他歐洲國家	
H.  Asia 1. 2. 3. 4. 5. 6. 7. 8. Ame 9. 10. 11.	Existing Markets of the Produc Country / Region 國家 / 地區 亞洲 Chinese mainland 中國內地 Hong Kong 香港 Japan 日本 Korea 韓國 Middle East 中東 South East Asia 東南亞 Taiwan 台灣 Others 其他亞洲國家 Iricas 美洲 U.S.A. 美國 Mexico 墨西哥 Brazil 巴西	% of Total Sales	Europe 13.	with purple of the property o	
H.  Asia 1. 2. 3. 4. 5. 6. 7. 8. Ame 9. 10.	Existing Markets of the Product Country / Region 國家 / 地區 亞洲 Chinese mainland 中國內地 Hong Kong 香港 Japan 日本 Korea 韓國 Middle East 中東 South East Asia 東南亞 Taiwan 台灣 Others 其他亞洲國家 Ticas 美洲 U.S.A. 美國 Mexico 墨西哥	% of Total Sales	Europe 13.	with purple of the process of the p	

I. Participation Fee 參加費用					
展台面積及種類 Booth Size and Booth Type	展台數量 No. of Booths	參展費 Participation Fee	早鳥 <b>優惠</b> * Early Bird Discount*		
6 平方米 特選展台 6 sqm Premium Booth		☐ HK\$18,000	☐ HK\$14,400		
6 平方米 標準展台 6 sqm Standard Booth		☐ HK\$15,000	☐ HK\$12,000		
**4 平方米 標準展台 **4 sqm Standard Booth		☐ HK\$9,400	N/A		
* 早鳥優惠適用於 2019 年 8 月 30 日前報名之公司。 ** 4 平方米展臺數量有限,以先到先得方式申請,而每家公司最多只能申請 4 平方米展臺一個。 * Early Bird Discount rate will be offered to companies who complete and return the application on or before 30 August 2019. ** The quantity of 4 sqm Standard Booth is limited and will be offered at a first come first serve basis, no more than ONE 4sqm booth per company can be applied.					
參展商可申請政府資助的中小企市場推廣基金,最高資助額為項目總費用的 50% 或 10 萬元,以較低者為準。詳情請瀏覽 www.smefund.tid.gov.hk Successful applicants of this fair are eligible for applying the SME Export Marketing Fund sponsored by the HKSAR Government. The maximum amount of grant for each successful application will be 50% of the total approved expenditures incurred by the applicant or \$100,000, whichever is the less. For more details, please visit www.smefund.tid.gov.hk.					
參展費 (全費) 應以支票支付,支票抬頭請註明「香港貿易發展局」並郵寄香港灣仔港灣道 1 號會展廣場辦公大樓 38 樓 Participation fee (in full payment) should be made by cheque and payable to "Hong Kong Trade Development Council" and mail to 38/F, Office Tower, Convention Plaza, No.1 Harbour Road, Wanchai, Hong Kong.					
The participant may request for additional facilities and services for the purposes of the Exhibition such as shipment of samples, extra stand facilities, interpreters, etc. upon or after submission of the Application Form. All requests must be made in writing, together with check payment as deposit. The Council may at any time request an additional amount to be paid by the participant if the deposit is insufficient to settle the anticipated expenses. The participant is liable for the balance due to the Council where the actual cost exceeds the deposit.					
We (Name of Company)  hereby apply to participate in the Exhibition. We understand that the Participation Fee is non-refundable and agree to be bound by the provisions of all documents forming part of the Application Form, including but not limited to, the attached Conditions of Participation.					
We hereby declare that the information given in the application form is true and correct to the best of our knowledge. We consent to the Council's checking with Customs and Excise Department of our trade records. We understand that any false or misleading information given by us to the Council will lead to the rejection of our right to participate in the Exhibition.					
We understand that above information will be included into the Council's databank and the Council can make use of our information for trade promotion purposes.					
Company Stamp & Authorized Signature 公司印章及負責人簽署		Dat	te 日期		
Full Name of Authorized Signature 負責人	姓名	Pos	sition Held 職位		

#### 1. **DEFINITIONS**

In these Conditions of Participation and the Application Form, save as the context otherwise requires:

"Applicant" means the company named in Section A of the Application Form.

"Application" means the application by the Applicant to participate in the Hong Kong Pavilion at the Exhibition, made by submitting the Application Form together with all necessary payments to the Council.

"Application Form" means the application form to which these conditions are annexed

"Booth" means a booth in the Hong Kong Pavilion at the Exhibition which the Council licenses the Participant to use for the duration of the Exhibition.

"Conditions" means these Conditions of Participation as amended by the Council from time to time.

"Council" means the Hong Kong Trade Development Council.

"Delegate(s)" means the individual(s) named in Section E of the Application Form who is/are nominated by the Participant to attend and represent it at the Exhibition.

"Executive Director" means the Executive Director appointed by the Council from time to time:

"Exhibition" means the fair or exhibition named in the Application Form

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
"Hong Kong Pavillon" means the pavillon organised by the Council to

accommodate all participants, which will be built on a Specify location assigned by the fair/exhibition organiser;

"Initial Deposit" means an amount equal to 40% of the Participation Fee expressed as item C of Section I of the Application Form and where applicable, the shipping deposit expressed as item E of Section I of the Application Form.

"Optional Participation Expenses" means the amount payable by each Participant for additional facilities and services such as shipment of samples, extra stand facilities and interpreters, provided by the Council at its request, which amount shall be determined by the Council.

"Participant" means the Applicant after its Application has been accepted by the

"Participation Fee" means the amount payable by the Participant to the Council for the right to participate in the Hong Kong Pavilion at the Exhibition, as Specify in Section I of the Application Form.

"Products" means the goods described in Section G of the Application Form and which the Council agrees to accept for exhibiting at the Booth during the

"Project Manager" means the project manager for the Hong Kong Pavilion at the Exhibition appointed by the Council.

"Publicity Material" means all and any promotional gifts, catalogues, pamphlets, advertising and publicity material whatsoever which the Participant wishes to display, distribute or use at or for the purpose of the Exhibition.

"Related Companies" in respect of the Applicant or Participant means its holding companies, subsidiaries and subsidiaries of its holding companies.

#### 2. ACCEPTANCE

- The Applicant must be a Hong Kong entity with a valid Hong Kong business registration certificate with substantial operations in Hong Kong.
- (b) The Executive Director, on behalf of the Council, may in his absolute discretion accept or reject the Application without providing any reasons
- (c) The Applicant represents and warrants that none of its Related Companies associates, or persons or companies that are effectively under its control has applied to participate in the Hong Kong Pavilion at the Exhibition. The Council has an absolute discretion to reject the Application or withdraw its acceptance of the Application if the Applicant shall have breached this warranty and representation.
- (d) The Applicant is not allowed to exhibit products or materials that would infringe the intellectual property rights of others or that have caused the Applicant accusation or conviction of criminal or civil liability in IPR infringement claim. If the Applicant refuses to co-operate with the Council, the Council reserves the right to ban the Applicant, or any of its parent, associate, affiliated and/or subsidiary company, from participating in any future Hong Kong Pavilion at the Exhibition.

#### 3. PAYMENT

- (a) Upon submission of its Application, the Applicant shall pay to the Council such amounts and in such manner as set out in Section I of the Application Form
- (b) If the Applicant has requested for additional facilities and services in accordance with Section I of the Application Form, it shall further pay to the Council upon submission of its written request for such services and facilities:
  - such amount as the Council in its sole discretion considers appropriate as deposit for the Optional Participation Expenses if such request is made prior to the commencement of the Exhibition; and
  - the full amount of the Optional Participation Expenses if such request is made on-the-spot during the Exhibition (see paragraph 3(e) below).
- (c) If the Application is rejected, the Council will within 30 days of the date of notice of rejection refund to the Applicant all amounts received by it from the Applicant pursuant to paragraphs 3(a) and 3(b) above without interest.
- Applicant pursuant to paragraphs 3(a) and 3(b) above without interest.

  (d) When the Application is accepted by the Council, the Applicant will become a Participant. If it subsequently wishes to withdraw its participation, it may do so by notice in writing to the Council whereupon the Participation Fee will be forfeited by the Council. All Optional Participation Expenses paid by the Participant for the optional and additional facilities and services will be refunded to the Participant within 30 days of the date of notice of withdrawal of its participation provided these expenses have not been incurred by or on behalf of the Participant.
- (e) The Participant may request for additional facilities and services on-the-spot during the Exhibition but all fees in relation to such request must be paid in full by the Delegates before the additional facilities and services are provided by the Council or its contractor. All such requests must be made in writing to the
- If the Participant requests the Council or its recommended travel agent (the "Agent") to reserve hotel accommodation for its Delegates, the Participant Agent, I to reserve note accommodation for its Delegates, the Participant shall pay to the Council or the Agent such amount as the Council or the Agent may deem appropriate as deposit which shall be at least equal to the first night's accommodation charges at the holel. The Council or the Agent will endeavour to reserve accommodation in its name for the Delegates and on reserving the accommodation, pay to the hotel the amount which it has received from the Participant.
  - The Delegates shall settle with the hotel directly the balance in full of all charges incurred by them at the hotel when they check out from the hotel.
  - The Participant shall indemnify the Council against all liabilities incurred by its Delegates in connection with the hotel and shall on demand pay to the Council immediately all amounts claimed by the hotel against the Council in respect thereof.
- (g) i. In no case will action be taken by the Council until and unless the respective amounts payable pursuant to this paragraph 3 and Section I of the Application Form have been paid in full to the Council.
  - If the Council requests any additional amount to be paid by the Applicant/Participant, no further action will be taken by the Council until and unless such additional amount has been paid in full to it.
- (h) All payments by the Participant to the Council shall be made promptly without any deduction, set-off or counterclaim.
- (i) All requests by the Participant for any additional facilities and services are subject All requests by the Participant for any additional facilities and services are subject to the Council's ability to procure such facilities and services. The Council does not warrant or represent that it will be able to procure any such facilities or services. If the Council is unable to procure the requested facilities or services, it will as soon as pradicable inform the Participant and will refund to the Participant any amount received by it in relation to such requested facilities or
- (i) The Council accepts no liabilities and gives no warranties or representations

#### **CONDITIONS OF PARTICIPATION**

- in respect of the quality, standard, fitness for any purpose, timing of the provision or otherwise of any of the facilities or services provided by the Council at the Participant's request.
- (k) The Council shall have discretion to deduct from the deposit paid for Optional Participation Expenses under paragraph 3(b) against any losses or expenses incurred by it by reason of the failure of the Participant to comply with the Conditions or supplying false or misleading information to the Council.
- The Participant shall reimburse the Council of all Optional Participation The Participant shall reimburse the Council of all Optional Participation Expenses paid on its behalf. If, in the opinion of the Council, the deposit paid for Optional Participation Expenses under paragraph 3(b) is or will likely be insufficient to pay for all the actual expenses to be incurred by the Council, the Council may at any time request an additional amount to be paid by the Participant which, in the opinion of the Council, is sufficient to pay for such actual expenses. The Participant shall, within 5 days of receiving such request, pay the requested amount to the Council. No further action will be taken by the Council until and unless such additional amount has been paid in full. has been paid in full.

#### SETTLEMENT OF ACCOUNTS

- (a) The Council will issue a statement of account to the Participant setting out the actual cost of the provision of any additional facilities and services, the amount of deposit paid for Optional Participation Expenses and the balance due to the Council (where the actual cost exceeds the deposit) or the amount of refund to the Participant (where the actual cost is less than the
- (b) The Participant shall pay to the Council the amount due to the Council as shown on the statement of account within 14 days of its receipt. A surcharge of 2% per month will be imposed on any outstanding amounts after the due date for payment.
- (c) The Council will refund the amount to be refunded to the Participant as shown on the statement of account on delivering the statement of account to the Participant.
- (d) The Council reserves the right to offset any balance to be refunded to the Applicant/Participant against any outstanding liabilities due by the latter to the Council in relation to their participation in the Council's other activities.
- (e) No interest will be payable by the Council in respect of any refund amounts to the Applicant/Participant.

#### воотн

- BOOTH

  (a) The Council will in its absolute discretion allocate 1 Booth to the Participant by way of a licence for the exhibition of its Products. The Participant shall have no claims whatsoever against the Council in respect of any loss or damage suffered by the Participant and/or its officers, representatives, agents and employees (including without limitation any loss or damage arising from any liability incurred to third party) howsoever caused by the location, construction or material of the Booth allocated to it unless such loss or damage involves death or personal injury resulting from the negligence of the Council.
- (b) The Participant shall not assign its licence to occupy the Booth or part with the possession of or permit any third party to occupy the Booth or any part thereof regardless of the relationship between the third party and the Participant.
- (c) In the interests of maintaining a high standard of presentation at the Exhibition and a favourable image of Hong Kong as a whole, the Project Manager may in his absolute discretion require the Participant to withdraw or alter in any way the presentation of any Products or Publicity Material.

  (d) No alteration or addition to the Booth or its fittings may be made by or on behalf of the Participant without the prior permission of the Project Manager.
- (e) The Participant must not obstruct or cause to be obstructed any entrances to or passage to or passage ways in the Exhibition.

#### PARTICIPATION IN THE EXHIBITION 6

- (a) The Participant must be represented at the Exhibition by at least 1 Delegate.
- (b) Any Delegate nominated to represent the Participant at the Exhibition must be a senior executive of the Participant.
- (c) The Participant shall ensure that :
  - at least one Delegate shall be in attendance at its Booth at all times when the Exhibition is open to visitors;
  - each of its Delegates shall be fully conversant with the Products and shall be duly authorised to negotiate and conclude contracts for the sale of the Products:
  - its Delegates shall comply with the Conditions and with all directions which the Project Manager may from time to time give in connection with any matter appertaining to the Exhibition.
- (d) The Council reserves the right in its absolute discretion and without giving any reasons to require the Participant to replace any of its Delegates forthwith.
- (e) The Participant shall use its best endeavours to uphold the reputation of the Council and to promote the success of the Hong Kong Pavilion at the
- (f) The Participant shall abide by the regulations contained in the official application form submitted to the organisers of the Exhibition by the Council on behalf of the Participant. Such regulations are deemed to be an integral part of the Conditions.

#### PRODUCTS

- (a) The Council shall have an absolute discretion to accept or reject any of the Participant's products for exhibiting in the Hong Kong Pavilion at the Exhibition without providing any reasons therefor.

  (b) The Parti
- (c) The Participants warrants that (i) the Products and the packaging, and (ii) all information, statements, photographs and illustration provided for publication of mission catalogue and/or other publicity materials thereof do not in any way whatsoever violate any third party rights including without limitation trade marks, copyrights, designs, names and patents whether registered or otherwise.
- (d) The Participant undertakes not to display anything which is unlawful, in breach of any person's intellectual property, harmful, threatening, violent, offensive, defamatory, libelous, scandalous, seditious, vulgar, obscene, indecent, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable.
- (e) The Participant warrants that (i) the Products and the packaging, and (ii) all information, statements, photographs and illustration provided for publication of mission catalogue and/or other publicity materials thereof do not in any way whatsoever violate any applicable laws, rules and regulations of the importing countries.
- (f) The Participant shall be solely responsible for and shall settle all expenses and liabilities incurred by it in relation to its participation in the Hong Kong Pavilion at the Exhibition including without limitation all shipping and transportation charges, customs duties, handling charges and other costs transportation charges, customs duties, nanding charges and other costs and expenses arising from the shipment or any other mode of transportation of the Products in connection with the Exhibition. If the Council pays any of such charges, duties, costs or expenses on behalf of the Participant is shall be entitled to reimbursement from the Participant on demand and may offset any amount held by it on behalf of the Participant against such payment payment.

#### PUBLICITY

The Council will arrange for such publicity for the Exhibition as it shall in its absolute discretion deem fit. No Participant, Delegate or other officer, representative, agent or employee of the Participant shall give or cause to be given any interview, public announcement, press statement or any other publicity whatsoever in relation to the Hong Kong Pavilion at the Exhibition.

#### INFORMATION

(a) During the Exhibition the Delegate shall provide the Council with such information as to the business results of the Participant in the Exhibition as

- the Project Manager may from time to time request. Such information will not be divulged to third parties without the Participant's approval, save in relation to collective figures in respect of all or a majority of the persons or companies participating in the Exhibition.
- (b) At the conclusion of the Exhibition the Delegates shall complete questionnaires on the activities performed and the business carried out by the Participant during the Exhibition for the information of and further action by the Council

#### 10. TERMINATION OF RIGHT TO PARTICIPATE

- (a) Without prejudice to the Council's other rights and remedies, the Council has the right to terminate forthwith by notice the Participant's right to participate in the Hong Kong Pavilion at the Exhibition on or following the occurrence of any of the following events:-

  - currence of any of the following events:if the Participant or any of its Delegates, officers, representatives,
    agents or employees commits a breach of any of the Conditions;
    if the Participant, being a body corporate, enters into liquidation whether
    compulsority or voluntarily or compounds with its creditors or has a
    receiver appointed over all or any part of its assets or if the Participant,
    being a sole proprietorship or partnership, becomes or one of its
    members becomes bankrupt or insolvent or enters into any
    arrangements with its creditors;
  - if the Executive Director in his absolute discretion decides that such right shall be terminated;
- (b) The Participant's right to participate in the Hong Kong Pavilion at the Exhibition shall automatically terminate in the event that all its Delegates are refused entry visa or entry permit to the country or place where the Exhibition shall be held by any competent authorities.
- (c) In the event that the Participant's right to participate in the Hong Kong (c) In the event utal the Participants right to participate in in the holly drough Pavilion at the Exhibition is terminated, any expenses incurred by the Council for and on behalf of the Participant prior to such termination and all other expenses reasonably incurred by the Council as a consequence of such termination shall be paid on demand by the Participant to the Council. (d) The Council reserves the full discretion to terminate the Participant's right to participate or continue to participate in any future Hong Kong Pavilion at the Exhibition if the Participant is found to have committed any act including better the livine to participate the state of the participant is sound to have committed any act including the test included to fail to pare the test legislated to expend the state of the participant is the participant in the participant is produced to the participant in the participant is participant.
- the exhibition in the Participant is round to have committed any act including but not limited to failing to respect the intellectual property rights of any other party, non-compliance with product safety, environmental laws and/or any other act which, in the sole opinion of the Organiser of the Exhibition and the Council, might damage the reputation and/or image of Hong Kong, its industries, the fair, the Organiser of the Exhibition and/or the Council, the Executive Director and/or the Director or the Participant has done or failed Executive Director among the Director of the Participant's new owns of many to do any act which the Council, in its absolute discretion decides that such right shall be terminated. The Council has absolute right to review the Participant's products before the application is endorsed in writing.

#### CANCELLATION

The Council reserves the right to cancel the Hong Kong Pavilion at the Exhibition at any time without incurring any liability whatsoever to the Participant and its Delegates if circumstances outside the reasonable control of the Council (including but not limited to war, embargo, civil unrest, terrorist attacks, legal proceedings or government regulations) make it in the sole opinion of the Council (which opinion shall be conclusive) impossible, impractical or undesirable for the Council to participate in or hold the Exhibition.

#### 12. EXCLUSION OF LIABILITY

- (a) The Council shall not be liable for any loss, damage or personal injury howsoever suffered by or caused to the Participant or its Delegates, officers, representatives, agents, employees or any third party, or its Products or other property in the course of or in relation to the Exhibition, unless such loss, damage or personal injury shall be caused by any breach by the Council or its employees of the Conditions.
- (b) The Council assumes no responsibilities for any introduction or transaction made between the Participant and any third party during or as a result of the Exhibition.
- (c) The Participant shall be responsible for effecting all insurance coverage necessary in connection with its participation in the Hong Kong Pavilion at the Exhibition including but not limited to insurance in respect of the Products, its other property and its Delegates (including travel and medical insurance).
- (d) The Participant undertakes to indemnify and at all times hereafter to keep The Participant undertakes to indemnity and at all times hereatter to keep indemnified the Council from and against all liabilities, actions, proceedings, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to any act, ornission or default by the Participant or its Delegates, officers, representatives, agents and employees in the course of or in relation to the Exhibition.

#### 13. CONFIDENTIAL INFORMATION

The Participant shall not disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to the business or affairs of the Council or other participants in the Exhibition which has been acquired by reason of the Participant's participation in Hong Kong Pavilion at the Exhibition.

#### 14. WAIVER

No failure or delay by the Council in exercising or enforcing any right or power hereunder shall operate or be construed or operated as a waiver thereof. No waiver of any breach shall be construed as a waiver of any continuing or subsequent breach

#### 15. NOTICE

- (a) Every notice or demand shall be in writing but may be given or made by post, cable, telex or fax.
- (b) Every notice or demand to be given by the Council may be sent to the address of the Participant stated in its Application Form. Every notice to be given by the Participant to the Council shall be sent to the offices of the Council at 38th Floor, Office Tower, Convention Plaza, 1 Harbour Road, Hong Kong.
- (c) Every notice or demand shall be deemed to have been received in the case of a telex, or fax, at the time of despatch, and in the case of a letter three days after the posting of the same by prepaid post.

#### 16. GENERAL

- (a) Nothing in the Application Form or the Conditions shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between the Council and the Participant.
- (b) The Application Form and the Conditions embody and set out the entire agreement and understanding of the parties and supersede all prior oral or written agreements, understandings or arrangements between the Council and the Applicant relating to the Exhibition.
- (c) The Council reserves the right to after and amend any of these Conditions and to issue additional rules and regulations (including but not limited to the participants' manual) at any time it considers necessary for the orderly operation of the Exhibition. The amended Conditions and the additional rules and regulations shall be sent to the Participant and become effective immediately. The Participant will be deemed to have notice of the same and have accepted the amended Conditions and the additional rules and and nave accepted the amended conditions and the additional rules and regulations. The Participant acknowledges that the Council shall have the right to interpret these Conditions, additional rules and regulations together any amendments thereof. All interpretations of these Conditions, and additional rules and regulations, and any amendments thereof by the Council shall be final and binding on the Participants.

17. <u>GOVERNING LAW</u>
The Application Form and the Conditions shall be governed by and construed in all respects in accordance with the laws of Hong Kong and all the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.