

# 3. Rules & Regulations

## 3.1 Terms of Application and Exhibition Rules & Regulations

### Definition

#### 1. In these Conditions, save as the context otherwise requires:

"AP/RSE" means a registered architect, a registered structural engineer, or a registered professional surveyor, being an authorized person in the context of the Buildings Ordinance (Chapter 123).

"Application Form" means the form whether electronic submitted via the Exhibitor Online Platform or submitted in hard copy by which the Exhibitor applies to exhibit at the Exhibition.

"Booth Service Fee" means the amount payable by the Exhibitor for the right to participate in the Exhibition and for the use of a Shell Booth or for the right to Custom-Built Participation during the Exhibition.

"Conditions" means these Terms of Application and Exhibition Rules and Regulations as amended from time to time by the Organiser.

"Custom-Built Participation" means the right to construct a custom built Exhibition Stand in the Exhibition Venue for the Exhibition.

"Exhibition" means the exhibition to be organised by the Organiser as specified in the Application Form.

"Exhibition Stand" means a stand including a custom-built stand referred to in clauses 11 to 17 and 20 to 23 of the Conditions.

"Exhibition Venue" means the Hong Kong Convention and Exhibition Centre situated at 1 Expo Drive, Wan Chai, Hong Kong or such other venue designated by the Organiser and notified to the Exhibitor in writing prior to the commencement of the Exhibition.

"Exhibitor" means a sole proprietor, a partnership or a limited company applying to exhibit at the Exhibition or, as the case may be, whose application to exhibit at the Exhibition has been accepted by the Organiser. For the avoidance of doubt, "Exhibitor" shall include all employees, representatives and agents of such sole proprietor, partnership or limited company. The terms "associate", "affiliated company" and "associated company" refer to a person or corporation directly or indirectly related to or connected with the Exhibitor or any of the owner, partners, directors or shareholders (as the case may be) of the Exhibitor.

"Exhibitor Online Platform" means the online services (if any) provided by the Organiser (as defined below) at [www.hktdc.com/hktradedefairs](http://www.hktdc.com/hktradedefairs), for the Exhibitor to submit its Application Form and, if applicable, manage its participation in the Exhibition, subject always to availability, the consent of the Organiser, and to these Conditions.

"Organiser" means the Hong Kong Trade Development Council, which as promoter and organiser, is responsible for the regulation and control of all aspects of the Exhibition.

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

"Shell Booth" means a stand referred to in clauses 18 and 19 of the Conditions.

"Stand" means Exhibition Stand and/or Shell Booth.

## **Eligibility for the Conditions of Participation**

**2.1** The Organiser has the sole and absolute discretion in relation to the admission of Exhibitors. Until an Exhibitor's application made by way of Application Form has been accepted in writing by the Organiser, no rights to exhibit are granted notwithstanding payment or acceptance of the full Booth Service Fee submitted with the application. The Organiser reserves the right to decline any application without giving any reason.

**2.2** All Exhibitors must be legally registered companies/businesses carrying on business either in Hong Kong or in their country of origin in accordance with applicable laws. The Organiser may require Exhibitors to enclose with their Application Form or payment or otherwise produce at any time a copy of their latest business registration certificate, certificate of incorporation or other company/business registration documents, business cards and/or product catalogues and/or other documents/materials as may be required by the Organiser proving that they are carrying on a bona fide business. Unless otherwise notified by the Organiser in writing, original documents should not be submitted as the Organiser cannot guarantee to return them.

**2.3** The Exhibitor warrants that the Application Form and all other documents and information submitted to the Organiser in connection with it shall be true, complete, and up-to-date.

**3.** The use of the Exhibition Stand allocated to or custom built by the Exhibitor is strictly for trade promotion purpose only for the duration of the Exhibition. Exhibitor is required to use the area allocated for the Stand in a manner satisfactory to the Organiser both during assembling and installation of Stand as well as at the Exhibition. All booths must be properly manned, displayed and furnished with exhibits at all times during the Fair. No retail sales are allowed in the exhibition. The Organiser reserves the right to clear all or part of the Stand allocated to or custom built by the Exhibitor at Exhibitor's expense without notice should it not be satisfied with the way the Stand is being used. Save as provided in these Conditions, no Exhibitor shall have any claim for any refund in respect of the Booth Service Fee or any other monies paid.

## **Payment**

**4.1** Where the Application Form is submitted in hard copy, the appropriate Booth Service Fee, which shall be non-refundable (save as provided in these Conditions), must accompany each application.

**4.2** For all other application methods including where the Application Form is submitted electronically via the Exhibitor Online Platform, the appropriate Booth Service Fee, which shall be non-refundable (save as provided in these Conditions), must be submitted by the Exhibitor following the application, in accordance with any instructions set out in any request for payment made by the Organiser.

**4.3** For the avoidance of doubt, neither any acknowledgement of the receipt of the Application Form nor any request for payment made or issued by the Organiser shall by any means constitute acceptance of the Exhibitor's application for the purposes of clause 2.1 above, and the Booth Service Fee stipulated on the Application Form should not be regarded as the final fee payable by the Exhibitor.

**4.4** The Booth Service Fee and all other monies payable to the Organiser are exclusive of all taxes. Any applicable tax payable in respect of the payment made for participation in the Exhibition will be the responsibility of the Exhibitor. If at any time there is any withholding or deduction in respect of any taxes, duties or other charges that the Exhibitor would need to apply in accordance with any applicable laws of any country/region on any payment to the Organiser, the sum due from the Exhibitor in respect of such payment shall be increased to the extent necessary to ensure that after making such deduction or withholding, the net amount paid to the Organiser shall be equal to the sum it would have received if no deduction or withholding had been applied, and the Exhibitor shall be responsible for settling the withholding taxes or other payments to the relevant authorities on its own account. Any invoice sent to the Exhibitor by the Organiser may include any applicable tax chargeable in accordance with the applicable laws.

**5.** The Organiser reserves the right to demand additional, non-interest bearing deposit(s) at any time as a guarantee for the cost of actual or potential damage.

6. In the event that an application for participating in the Exhibition is not accepted by the Organiser, the Booth Service Fee paid shall be refunded without interest to the applicant within 30 days from the date of notice of rejection of the application.

7. If an Exhibitor withdraws, for whatever reason, its application before receipt by it of a rejection of its application or after its application has been approved, the Booth Service Fee paid will be forfeited.

### **Use of Online Services**

8. Subject to service availability and the consent of the Organiser, the Exhibitor may use online services provided by the Organiser including via the Exhibitor Online Platform by logging in with a user identification code ('Username') and password ('Password') in accordance with any guidance provided by the Organiser. The Organiser only provides an online platform for Exhibitor to handle its application for and participation in the Exhibition. The Organiser shall in no circumstances be liable to the Exhibitor or any other person for any unauthorised access thereto or for any error, mistakes, delay, loss or omission in transmissions made using the online services or their level of security whatsoever and howsoever occurs.

8.1 If the online services are available to the Exhibitor, the Exhibitor may change its Username and Password at any time, but such change shall only be effective if accepted by the Organiser.

8.2 The Exhibitor shall in good faith exercise reasonable care and diligence to keep its Username and Password confidential. At no time and under no circumstances shall the Exhibitor disclose its Username and/or Password to any other person.

8.3 The Exhibitor shall be responsible in full for any unauthorised disclosure of the Username and/or Password to any other person and shall bear all risks of the same being used by any unauthorised persons or for any unauthorised purposes.

8.4 Upon notice or suspicion of the Username or Password being disclosed to or coming into the possession or control of any unauthorised person, or of any unauthorised use of the Organiser's online services being made, the Exhibitor shall notify the Organiser immediately and, until the Organiser's actual receipt of such notification, the Exhibitor shall remain responsible for all and any unauthorised use of the online services.

### **Stand Allocation**

9.1 The Organiser has the sole and absolute discretion in allotting the area in the Exhibition Venue for the positioning or construction of Stands and determining the location of such Stands. All decisions to such effect shall be final and no request for change will be entertained.

9.2 Any Exhibitor who wishes to use a name on its Stand which is different to that submitted on its Application Form must submit notice of this change to the Organiser in writing at least three months prior to the commencement of the Exhibition together with the following:-

- (a) documentation (in form and substance satisfactory to the Organiser) signed by a certified accountant or the company secretary (in the case of a registered limited liability company) to prove that only the name of the applicant company has changed and not its ownership; or
- (b) other documentation (in form and substance satisfactory to the Organiser) to show that the new company name belongs to a wholly-owned subsidiary of the applicant.

**9.3** If any Exhibitor which having had its application accepted by the Organiser subsequently divides its business between two or more of its existing shareholders, the Organiser shall have the right to offer the right to exhibit as follows:-

- (a) to the largest shareholder of the original applicant, who can exhibit under its own company name provided that it will be displaying the same category of products as the original applicant; and
- (b) if the shareholding is divided evenly then the Organiser reserves the rights to terminate the agreement with the original applicant and reallocate the Stand unless the parties can reach an agreement among themselves regarding the transfer of the right to exhibit of which the Organiser is notified at least 3 months prior to the commencement of the Exhibition.

**10.1** The Exhibitor's right to exhibit at the Exhibition and to use, on a non-exclusive basis, the Stand allocated to or custom built by the Exhibitor is personal to the Exhibitor and shall not be transferred, assigned, sub-contracted, licensed to or otherwise howsoever shared with any third party. Any Exhibitor who is found by the Organiser in its absolute opinion to have transferred, assigned, sub-contracted, licensed or otherwise howsoever shared its Stand with a third party, will be obliged to immediately withdraw from the Exhibition, dismantle its Stand and remove its exhibits at its own expense.

**10.2** The Organiser reserves the right to maintain a record of those Exhibitors who have breached clause 10.1 of the Conditions and may at its sole and absolute discretion refuse to allow these Exhibitors or any of their shareholders, parent, associate, affiliated, associated and/or subsidiary companies and/or any brand(s) which it or they represented, represents or may represent to participate in any or all future exhibitions, events or trade fairs organised by the Organiser.

**10.3** In order to promote, or distribute, or display any business card, material or exhibit (promotional or otherwise) bearing the name of, or allow the presence of any employee or representative of, a wholly-owned subsidiary of the Exhibitor or a third party company for whom the Exhibitor is acting as a formal agent or distributor, on its Stand, the Exhibitor must apply in writing to the Organiser for permission at least three months prior to the commencement of the Exhibition together with supporting documents showing the connection between the Exhibitor and the relevant subsidiary or third party company. The Organiser has the sole and absolute discretion to determine whether to give such permission and in giving such permission, may stipulate such conditions as it deems fit. For the avoidance of doubt, the Exhibitor shall be deemed to have breached clause 10.1 of the Conditions if the Exhibitor distributes or displays any business card, material or exhibit bearing a third party's name or allow the presence of any person other than its employee without the prior permission of the Organiser or in violation of any condition so imposed.

**10.4** The Organiser has the right at its sole and absolute discretion to prevent Exhibitors from having more than one Stand at the Exhibition.

**10.5** The Organiser has the right at its sole and absolute discretion to prevent two or more Exhibitors with a common ownership or shareholder to attempt to consolidate their Stands or to display the same goods or product range at separate Stands, notwithstanding their application having been accepted.

### **Stand Construction**

**11.** Stands and exhibits shall not exceed the maximum floor loading limit as follows:

Hong Kong Convention and Exhibition Centre	Maximum floor loading limit
Hall 1ABC, Hall 3BCFG & Hall 5BCFG	1,700 kg/m <sup>2</sup>
Hall 1DE, Hall 3DE, Hall 5DE	1,250 kg/m <sup>2</sup>
Others	500 kg/m <sup>2</sup>

**12.** The Organiser reserves the right to alter or remove without notice and at the Exhibitor's expense any Stand which differs from the submitted specification or any Stand that does not conform to the Organiser's required standard, rules and regulations. The Exhibitor shall have no claim against the Organiser or its agents for any extra cost of replacing its Stand to conform to the Organiser's required standard, rules and regulations or for any other losses or damages relating thereto.

**13.** Exhibitors who have opted for Custom-Built Participation may appoint either the official stand contractor or their own contractor to design and construct their Exhibition Stands, the design of which must be submitted to the Organiser for review as provided in these Conditions.

**14.** Work of any kind carried out at the Exhibition Venue must conform to the current local laws and regulations in force in Hong Kong, including but not limited to the compliance with the compulsory requirement to take out and maintain a policy of employees' compensation insurance pursuant to Section 40 of the Employees' Compensation Ordinance, Cap.282, and those specified by the Organiser. This applies to the Exhibitor, its agents, contractors and subcontractors. The Organiser reserves the right to stop any work which contravenes with any of these laws and regulations and the Exhibitor shall have no claim against the Organiser or its agents for any losses or damages relating thereto.

**15.** The suspension of Stands or lighting devices from the ceiling structure of the Exhibition Venue is not permitted. All lighting devices have to be attached to a lighting truss of no more than 1m height, with a minimum of 2.5m and a maximum of 6m ground clearance.

**16.** Fixings to the surface of the floors to secure margin boards and other stand fittings will not be permitted unless prior approval in writing is obtained from the Organiser.

**17.** The removal and disposal of crates and stand fittings or materials are not covered by the Booth Service Fee and are subject to an additional charge based on the charges imposed by the Exhibition Venue or such other sum as the Organiser may reasonably determine.

### **Shell Booths**

**18.** Shell Booths are provided by the Organiser's official contractor and are of a standard design. No variations in any kinds in whatever nature of the Shell Booth including but not limited to its fascia board, lettering and fittings, shall be allowed unless prior written approval is given by the Organiser.

**19.** No decoration, booth fitting or exhibit shall exceed 2.5m in height or the height of the Shell Booth, whichever is lower.

### **Custom-built Participation**

**20.** Custom-Built Participation contractors' information, construction drawings, site work deposit and a copy of valid public liability insurance should reach the Organiser for review at least eight weeks before the commencement of the Exhibition. Otherwise, a late charge of HK\$2,000 (US\$250) will be charged to the Exhibitor or its appointed contractor. Drawings submitted must be in a reasonable scale of at least 1:100, fully dimensioned and must contain information such as floor plan, stand elevation, electrical fittings, carpeting, colours and materials to be used, moving exhibits, audio-visual equipment, weights and point loading of exhibits.

**21.** No contractor's badge or vehicle pass will be issued for entry of Exhibition Venue and no custom-built stand is permitted to be erected at the Exhibition Venue unless the contractors' information, construction drawings, site work deposit (including late charge, if applicable) and a copy of valid insurance policy have been received by the Organiser.

**22.** All custom-built participation designs, stand materials used and its construction must conform to the rules and regulations of the Exhibition Venue and those of any public authority or department of the Hong Kong SAR Government.

**23.** The transporting, assembling, dismantling and the removing of custom-built stands are the responsibility of the Exhibitor or its appointed contractor. All such work must be carried out according to the arrangements and within the time limits specified in these Conditions or otherwise by the Organiser.

**24.1** Please note maximum booth height varies between halls and ancillary areas and the Exhibitor is advised to confirm this with the Organiser before commencing any Stand design work. General guide summarised as follows:-:

<u>Exhibition Venue</u>	<u>Maximum Booth Height</u>
Hong Kong Convention and Exhibition Centre	2.5m~5m

**24.2** For Stands situated within  $\pm 0.5\text{m}$  of the smoke curtain at the Hong Kong Convention and Exhibition Centre, please note the maximum allowable Stand height is 2.5m or 3m depending on the exact location. Again the Exhibitor is advised to confirm this with the Organiser prior to commencing any Stand design work.

**25.1** A structural safety certificate must be submitted upon completion of work for all custom-built stands exceeding 2.5m in height, using a hanging lighting truss, and/or as otherwise deemed required by the Organiser and/or the Exhibition Venue's Operator. The structural safety certificate shall be endorsed by an AP/RSE and should be submitted to the Organiser by 1500 hrs on the last move-in date before the Exhibition, at the latest. If this rule is not observed, the Organiser and/or the Exhibition Venue's operator reserve(s) the rights to prohibit all access to the Stand and/or to modify or dismantle it. Exhibitors must accept full responsibility for the safety of the Stand, as the Construction Sites (Safety) Regulations (Chapter 59I) is applicable.

**25.2** For Stands and temporary structures at 4.5m in height or above; hanging lighting truss with equipment weighting at 100kg or above; stages at 1500mm in height or above constructed at shows open to the public, design drawings and structural calculations endorsed by an AP/RSE will be required by government authorities as well as the Exhibition Venue's operator. The design drawings and structural calculations should reach the Organiser at least 8 weeks before the commencement of the exhibition for forwarding to relevant parties.

**26.** All Stands should be dismantled and removed together with all other materials and waste by 2400 hrs on the last date of the Exhibition (unless extra move-out arrangements have been agreed with the Organiser). Otherwise, over-time hall rental charges will be imposed until all such items have been cleared.

**27.** For overseas exhibitors or their appointed overseas contractors who intend to construct/dismantle their own Stands, it is mandatory to comply with the requirements imposed by the Immigration Department of Hong Kong. For further queries, please contact the Hong Kong Immigration Department.

**28.** For detailed information regarding custom-built stands in the Exhibition Venue, please refer to the Exhibitors' Manual with which all Exhibitors and/or their appointed contractors are required to comply.

## **Electricity**

**29.** Only electricity can be used as a source of light or power at the Exhibition Venue.

**30.** All electrical works shall be carried out at Exhibitor's expense by the official contractor appointed by the Organiser. Design plan or proposals for electrical installation must reach the Organiser for review not later than eight weeks before the commencement of the Exhibition. The Organiser may require amendments or variations to be made to the design plan or proposals at its sole and absolute discretion.

**31.** Electric current will be supplied in 210-230 volt, single phase. Electric current of a higher voltage, (380 volt, three phases), will be supplied subject to prior arrangement with the Organiser. The maximum electric power that will be supplied is 20 KW per 15 square meter of floor area.

**32.** Electricity, whether from the mains, batteries or generators shall be supplied only through the Exhibition Venue's official contractor.

## **Use of Stand & Safety**

**33.** The Exhibitor shall be solely responsible for the precautionary measures (such as guards or other means of protection) to protect the public from any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by competent persons authorized by the Exhibitor and shall not be left running in the absence of such persons. Display of such working or moving exhibits must be subject to the Organiser's prior written approval.

**34.** The use of laser products at the Exhibition requires prior approval in writing from the Organiser. Application for approval of such use must be submitted to reach the Organiser not later than two months before the commencement of the Exhibition.

**35.** No advertising or demonstration at the Exhibition, including the staging of any fashion show, will be allowed at the Exhibition Venue unless the Organiser's advance approval in writing is obtained.

**36.** Any musical performance, including the use of music recording for fashion show, 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);
- (b) Phonographic Performance (South East Asia) Ltd, Unit A, 18/F, Tower A, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong (Tel: (852) 2861 4318 Fax: (852) 2866 6869);
- (c) Hong Kong Recording Industry Alliance Ltd, Suite 2501, 25/F, Exchange Tower, 33 Wang Chiu Road, Kowloon Bay, Kowloon, Hong Kong (Tel: (852) 2520 7000 Fax: (852) 2882 6897); and
- (d) such other relevant bodies which are entitled to grant the relevant permission from time to time.

All fees and expenses in connection with application of musical performance shall be borne by individual Exhibitor concerned.

**37.1** Publicity Materials of any Exhibitor may only be distributed from the Exhibitor's own Stand. No advertising, demonstration or canvassing for business may be carried out anywhere else within the Exhibition Venue. No exhibits or advertising signs shall be placed outside the confines of the Exhibitor's Stand.

**37.2** The Exhibitor may only display exhibits and Publicity Material which correspond to the product category zone as stated in the booth confirmation letter of the Exhibition.

**38.** The Exhibitor shall not hang on, or otherwise adhere to the fascia boards any stickers, posters, hangers or other materials.

**39.** Gas-filled balloons shall not be permitted at the Exhibition Venue under any circumstances.

**40.** Exhibitor's Stand must be manned by an authorized and competent representative of the Exhibitor at all times during the Exhibition. Such representative must be fully conversant with the Exhibitor's products and/or services and shall be duly authorized to negotiate and conclude contracts for the sale of the Exhibitor's products or services. The Exhibitor shall produce confirmation (in such form as may be reasonably required by the Organiser) that the representative shall comply with these Conditions and with any and all directions which the Organiser or its agents may give before or during the Exhibition.

**41.** Organiser shall be entitled at its sole and absolute discretion to require forthwith to be removed, and to remove, at the Exhibitor's expense, from any Stand or any area allocated for Custom-Built Participation made available to any Exhibitor, any goods, Publicity Material, items or things displayed or placed there without any obligation to give any reason therefor, and without incurring any liability for any loss, damage or expense whatsoever incurred by the Exhibitor or any other person as a consequence thereof.

**42** The Exhibitor warrants that the exhibits and packages thereof and the Publicity Material or any other part of the display on the Stand/ Exhibitor's Website/ or Organiser's online or mobile platform do not violate the laws of Hong Kong SAR. Products exhibited or featured in the Publicity Material must be legal to market, sell, import to and possess in Hong Kong and if any licences or permits are required for such marketing, selling, importation or possession the Exhibitor must be appropriately licensed or permitted. The Exhibitor must at all times be compliant with any laws or regulations governing the marketing, sale, importation, and possession of such products. Without limiting the foregoing, display of the following items are strictly prohibited: offensive weapons, firearms, ammunition, explosives, radioactive materials, flammable and inflammable substances, obscene articles, poisons and illegal drugs and associated paraphernalia. The Exhibitor agrees to fully indemnify the Organiser and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any breach of this condition.

**43.1** 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.

**43.2** 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 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 or all of its shareholders and/or parent, associate, affiliated, associated and/or subsidiary companies and/or any brand(s) which it or they represented, represents or may represent from any or all future exhibitions, events or trade fairs organised by the Organiser and/or to further ban any representatives of the Exhibitor in question from entering the venue of the current Exhibition in which the Exhibitor is participating.

**43.3** If a complainant/an Exhibitor ("**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.

**44.** Stand assembling, installation and decoration must be carried out within the time limits specified by the Organiser and must in any case be completed by 6pm on the day immediately preceding the commencement date of the Exhibition. The Organiser reserves the right to assemble, install or decorate any area in the Exhibition Venue allocated for Custom-Built Participation or Stand which is not completed by that time at the Exhibitor's expense.

**45.** Any kinds of repairs or alterations in whatever nature to the Stand or displays may only be carried out after the Exhibition is closed to the public and with prior written agreement of the Organiser.

**46.** No Stand or exhibits shall be dismantled or removed before the official closing time of the Exhibition on the last day of Exhibition unless special permission has been given by the Organiser.



**47.** All audio-visual equipment must generate a noise level which does not cause any annoyance or inconvenience to other Exhibitors or visitors. The Organiser reserves the right to appoint one or more exclusive audio-visual equipment suppliers whereupon the Exhibitor shall be obliged to hire the equipment of such exclusive suppliers.

**48.** No Exhibitor shall engage in or permit filming, sound or video recording, telecasting and broadcasting at the Exhibition Venue unless prior written approval is obtained from the Organiser.

**49.** Public auctions shall not be permitted at the Exhibition Venue under any circumstances.

**50.** Full particulars of all personnel, agents or representatives of the Exhibitor must be submitted to the Organiser for approval and registration before they may be admitted to the Exhibition Venue. All such personnel, agents and representatives of the Exhibitor as are approved by the Organiser ("authorized personnel") will be issued with badges for identification and admission purposes, and such badges are non-transferrable. The Exhibitor must follow the proper procedures prescribed by the Organiser should they need to apply for additional badges for their personnel. The Exhibitor acknowledges that the badges are the property of the Organiser and that the Organiser owns all intellectual property rights in the badges. The Exhibitor hereby undertakes to procure and also warrants that it and all its authorized personnel shall:-

- (a) only display and use badges officially issued by the Organiser and display their badges conspicuously whilst at the Exhibition Venue;
- (b) not to make any unauthorized copies of or otherwise reproduce any badge ("Unauthorized Badge"), or make available copies of, use or permit any third party to use any Unauthorized Badges;
- (c) not pass or transfer their badges to any other person;
- (d) return their badges to the Organiser at the conclusion of the Exhibition upon demand by the Organiser;
- (e) comply with all obligations expressed to be imposed by these Conditions on the Exhibitor; and
- (f) comply with all obligations imposed on them as the condition of approval of their admission to the Exhibition by the Organiser.

Should the Organiser find any unauthorized or inappropriate use of badges by any person, the Organiser shall have the right at its sole and absolute discretion to take any or all of the following actions:-

- (a) immediately confiscate such badges and refuse entry of the Exhibition Venue to such person(s);
- (b) if the Exhibitor then applies for additional badges, charge additional fees for the Organiser to process and issue additional badges for the Exhibitor;
- (c) impose penalty on the Exhibitor as the Organiser may consider appropriate in its sole absolute discretion to impose, including but not limited to immediately terminating the Exhibitor's right to exhibit at the Fair without any compensation to the Exhibitor, postponing the Exhibitor's turn to select its booth location for the Fair to be held in the following year, or to ban the Exhibitor from exhibiting at the Fair or any other fairs organised by the Organiser in the future; and/or
- (d) take any further legal actions against the Exhibitor for the unauthorized use or inappropriate use of the badge.

## **Publicity**

**51.** The Organiser shall arrange and be responsible for all publicity arrangements for the Exhibition both overseas and in Hong Kong and no Exhibitor, or its agents, shall give or cause to be given any interview, public announcement, press statement, or any other publicity whatsoever intended to publicise the Exhibition as a whole.

**52.** The Exhibitor shall not disclose, appropriate or use and shall prevent its representative at the Exhibition from disclosing, appropriating or using any technical or confidential information regarding the business or affairs of the Organiser or any of the Exhibitors at the Exhibition acquired by way of the Exhibitor's license to exhibit at the Exhibition.

## **Move-in and Move-out of Stand Materials/Publicity Material & Exhibits**

53. Exhibitor shall move in to the Exhibition Venue according to the arrangements and within the time limits specified by the Organiser.
54. The arrangement and payment for transporting goods to and from the Exhibition Venue, and the receiving, decorating and removing its exhibits are entirely the responsibility of the Exhibitor.
55. No trolleys shall be allowed in any carpeted areas of the Exhibition Venue.
56. All exhibits, Stand materials/Publicity Material and the like of the Exhibitor shall be removed by the relevant Exhibitor immediately after the closing of the Exhibition according to the arrangements and within the time limits specified by the Organiser. Any exhibits or Stand material/Publicity Materials and the like of the Exhibitor left behind at the Exhibition Venue 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 and the Organiser shall not be obliged to account the proceeds to the relevant Exhibitor.
57. The Organiser reserves the right to appoint one or more exclusive contractor(s) to handle the movements of all goods and exhibits in and out of the Exhibition Venue, whereupon the Exhibitor shall be obliged to hire the services of such exclusive contractor(s).

## **Links to Exhibitor's Web Site**

58. The Exhibitor's Web site should:
- (a) be professionally prepared, organised and maintained in a presentable and respectable manner, compatible with the quality image of the Organiser;
  - (b) contain information aimed at promoting trade and business, and should be in compliance with all applicable laws;
  - (c) not be a mail order catalogue for products or services as retail operations are not permitted to function through the access made available on the Organiser's Web site; and
  - (d) not be a database or contain any link to other Web sites.
59. The Exhibitor agrees to and welcomes the Organiser's establishment and provision of a hypertext link to the Exhibitor's Web site on the Organiser's Web site for such duration as the Organiser in its sole and absolute discretion deems fit. The Exhibitor agrees that the Organiser shall not be liable for any loss or liability whatsoever arising from or in connection with the Organiser's provision or removal of the hypertext link or any service interruptions of the Organiser's Web site, whether caused by the Organiser or its employees or not.
60. The Exhibitor warrants to the Organiser that its Web site does not contain any of the following:
- (a) critical, defamatory, libellous, slanderous or derogatory messages, statements or material about other countries, territories, governments, cultures, religions, persons, companies, Organisations, entities, products, services or otherwise;
  - (b) obscene or indecent articles;
  - (c) messages, statements or material which may be considered violent, racist, harmful or otherwise objectionable in nature;
  - (d) any information or material which is deceiving, misleading or likely to cause confusion to site visitors;
  - (e) any information or material which is illegal in the Exhibitor's country, the country its website is hosted in, or Hong Kong.

## **Exhibitor's Undertakings**

**61.** The Exhibitor hereby undertakes to the Organiser that it shall:

- (a) take all necessary precautions to ensure that:
  - (i) the information or material contained in the Exhibitors' Web site is at all relevant time accurate, truthful and complete;
  - (ii) the Exhibitor's Web site is virus free and that it shall inform the Organiser immediately of any infection or suspected infection of any part of its Web site by any kind of virus;
- (b) regularly update its Web site to maintain accuracy and to ensure conformity with the established image and good reputation of the Organiser;
- (c) inform the Organiser of any changes made to the name of a web page on the Exhibitor's Web site or its home page; and
- (d) ensure that the contents of its Web site:
  - (i) do not infringe any intellectual property rights or other rights of any third party;
  - (ii) must not at any time violate any laws applicable to the Exhibitor or the Organiser, including but not limited to any Hong Kong law, or any international conventions, codes or regulations applicable to the Internet or its usage, and other applicable laws; and
  - (iii) are not, in the reasonable opinion of the Organiser, unfavourable to the image of the Organiser or otherwise undesirable.

**62.** Where the Exhibitor is using online services provided by the Organiser and/or has registered for those services by applying for a Username, including via the Exhibitor Online Platform, it shall not allow any person other than those authorised to act on its behalf to use such online services, and it shall not allow any person to use such services for or in connection with any unauthorised or illegal purpose or activity. The Exhibitor shall notify the Organiser as soon as practicable if it becomes aware of any such use.

**63.** The Organiser reserves the right at any time to bar access to or delete the link between the Organiser's Web site and the Exhibitors' Web site at the Organiser's sole and absolute discretion without notice and without giving any reasons therefor.

**64.** The Exhibitor irrevocably waives all rights to bring any claim or action against the Organiser for any loss, damage or injury which may arise as a result of the way in which the linked site is depicted or portrayed on or accessible from the Organiser's Web site.

**65.** The Organiser shall not be responsible for any illegal or unauthorized use of materials from the Exhibitor's Web site or other infringement conducts of any visitors to the Exhibitor's Web site via the link on the Organiser's Web site.

**66.** The Exhibitor undertakes to fully indemnify and at all time to keep indemnified in full the Organiser from and against all losses, liabilities, actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses whatsoever and wherever arising which the Organiser may suffer or incur by reason of or in relation to or otherwise associated with its hypertext link to the Exhibitor's web site.

## **Exclusion of Liability**

**67.** Other than death or personal injury caused by the negligence of the Organiser or its employees, none of the Organiser, its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of any loss, injury or other damages suffered by or caused to the Exhibitor, its agents, representatives, contractors or employees or the products or other property of the Exhibitor or of such parties or of any other Exhibitors or visitors. For the avoidance of doubt, any death or personal injury caused by or resulting from the acts of God, war, health concerns (such as the outbreak of the Severe Acute Respiratory Syndrome), threats of terrorist attack, riots, demonstrations, civil disturbances, inevitable accident or any other cause not within control of the Organiser shall not be regarded as the negligence of the Organiser or its employees. Any approval granted by the Organiser pursuant to the Conditions shall not constitute any form of endorsement of the subject matter of the approval by the Organiser, and shall not in any way transfer any liability or responsibility to the Organiser or not in any way relieve or diminish the Exhibitor of its indemnity and responsibilities.

**68.** The Organiser shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made between the Exhibitor and other parties during or as a result of the Exhibition.

**69.** The Exhibitor undertakes to fully indemnify and at all times hereafter to keep indemnified in full the Organiser, its agents, representatives, contractors and employees on demand from and against all losses, liabilities, actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses whatsoever which it may suffer or incur by reason of or in relation to all acts and/or omissions, including without limitation the negligence, wilful default or fraud of the Exhibitor, Exhibitor's agents, representatives, contractors, employees, or other third parties, in the performance of any agreement hereunder or any breach by the Exhibitor of these Conditions.

**69A.** If any of the Exhibitor, its agents, representatives, contractors or employees or any third parties ("Exhibitor's Parties") has (whether with or without the Organiser's prior written approval), made any modification or alteration to or on any part of the Stand, that has been provided by the Organiser (the "Alterations"), which results in any losses, damages, injuries, liabilities, compensation or claims to or by any persons, (together "Claims"), the Exhibitor shall be held solely and fully responsible and liable for any and all such Claims. Notwithstanding any approvals from the Organiser, the Exhibitor shall fully indemnify the Organiser, its agents, representatives, contractors and employees on demand from and against all losses, liabilities, actions, alleged claims or damages, costs (including but not limited to legal costs on a full indemnity basis) and expenses whatsoever arising from such Claims.

**70.** The Organiser undertakes no financial or legal responsibility for any type of risk concerning or affecting the exhibitors/visitors, their personal belongings and exhibits. The Exhibitor shall be responsible for effecting insurance which shall include (but not limited to) its displays, exhibits and stands against loss or damage by theft, fire, water, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the Organiser upon request. The Exhibitor shall fully indemnify the Organiser in the event that any person has sustained personal injury and/or property damage as a result of unauthorised alternation/ modification on the booths undertaken by the Exhibitor, Exhibitor's agents, representatives, contractors, employees, or other third parties.

**71.** Exhibitors with custom-built stands accept full responsibility for the safety of its booth and shall fully indemnify and at all times hereafter keep indemnified in full the Organiser, its agents, representatives, contractors and employees on demand from and against all losses, liabilities, actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses whatsoever which it may suffer or incur by reason of or in relation to the safety, suitability or fitness for purpose of a custom-built stand and damage caused by a custom-built stand to the Exhibition Venue, the other Exhibitors, visitors, the Organiser or any other third parties.

**72.** 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. Exhibitor is fully liable for any loss or damage caused by an act or omission of the Exhibitor or its agents, representatives, contractors or employees to any property of the Exhibition Venue, the other Exhibitors, visitors, the Organiser or any other third parties. 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.

**73.** The Organiser reserves the right to exercise a general lien over any property the Exhibitor has in the Exhibition Venue in respect of all monies due from the Exhibitor to the Organiser (including but not limited to claims for damages) in connection with the Exhibition.

**74.** The Exhibitor hereby agrees that the maximum liability of the Organiser under these Conditions shall not exceed the fee actually received by the Organiser from the Exhibitor.

### **Waiver**

**75.** The waiver by the Organiser of any of these Conditions shall not prevent the subsequent enforcement of these Conditions and shall not be deemed to act as a waiver in respect of any subsequent breach.

## **Termination of Right to Exhibit**

**76.** The Organiser shall have the right to terminate without notice an Exhibitor's right to exhibit in the Exhibition and shall have the sole and absolute discretion to ban the Exhibitor and/or any or all of its shareholders, parent, associate, affiliated, associated and/or subsidiary companies and/or any brand(s) which it or they represented, represents or may represent and/or remove and ban any exhibits, goods, Publicity Materials, materials, articles, items or things exhibited by any or all of such persons or entities from any or all future exhibitions, events or trade fairs organised by the Organiser and/or to ban any or all such persons or entities from entering the Exhibition Venue and to close the Stand immediately at the Exhibitor's expense in any of the following circumstances:

- (a) if an Exhibitor or any of its representatives commits a breach of any of the Conditions or any additional rules and regulations introduced in accordance with clause 84 of the Conditions; or
- (b) if an Exhibitor, being a body corporate, enters into a liquidation whether compulsory 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 an 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
- (c) if the Exhibitor conducts any activity which, in the opinion of the Organiser, does not conform to the nature and purpose of the Exhibition, or interferes with the rights of other Exhibitors at the Exhibition; or
- (d) if the Exhibitor displays prices or sells goods (which in either case does not conform to the nature and purpose of the Exhibition) to private persons or sells goods for immediate delivery in the Exhibition Venue; or
- (e) if the Stand is not occupied by the Exhibitor 30 minutes before the opening hour (as published in the Exhibitor's Manual produced by the Organiser) on the first exhibition day of the Exhibition, the Exhibitor shall be deemed to have withdrawn from the Exhibition, and the Organiser shall have the right to use the Stand or area allocated to the Exhibitor for Custom-Built Participation as it deems appropriate. The Booth Service Fee paid will be forfeited as if the Exhibitor had cancelled the participation as of such date; or
- (f) if the Exhibitor's display on its stand incorporates less than 60% of its display area exhibiting the appropriate products corresponding to the brand and/or the product category zone as stated in the booth confirmation letter of the Exhibition or incorporates any product which does not correspond to the brand and/or the product listing as stated in the Application Form of the Exhibition; or
- (g) if the Exhibitor is found to be acting in a discriminatory manner against certain visitors at the Exhibitions; or
- (h) if the Exhibitor is found to have committed any act which, in the opinion of the Organiser, might prejudice or damage the reputation and/or image of Hong Kong, its industries, the fair or the Organiser. Areas of concern include without limitation to product safety and respect for intellectual property rights (IPR), labour rights, environmental laws, trade description and trade practices laws etc; or
- (i) if the Exhibitor is accused or convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibition or the Organiser into disrepute; or
- (j) if the Exhibitor is in breach of any applicable local laws, rules or regulations; or
- (k) if the Organiser in its sole and absolute discretion decide that the Exhibitor's right to exhibit shall be terminated;

**77.** In the event that an Exhibitor's right to exhibit in the Exhibition is terminated under clause 76 (a), (b), (c), (d), (e), (f), (g), (h), (i), (j) or (k) of the Conditions, the Exhibitor shall have no claim for refund of any monies paid to the Organiser.

**78.** The Organiser shall return to the Exhibitor all Booth Service Fees paid in the event of a termination of the Exhibitor's right to exhibit under clause 76 (k) of the Conditions. The Exhibitor shall have no other claims against the Organiser for any of its loss or damages in connection with any such termination.

## **Postponement and Cancellation of Exhibition**

**79.** The Organiser reserves the right to change the date(s) of the Exhibition to other date(s) (including but not limited to postponing to later date(s)) as the Organiser deems fit, or cancel, alter in character or mode, reduce in scale, shorten or extend the duration of the Exhibition at any time without incurring any liability whatsoever to the Exhibitor due to circumstances beyond the Organiser's control including but not limited to acts of God, war, health concerns (such as outbreaks of the Severe Acute Respiratory Syndrome, bird flu or other health threats), fear of terrorist attack, riots, demonstrations, travel restrictions, curfew, epidemic, embargo, civil unrest, legal proceedings, industrial disputes of whatever nature, government regulations, the lack of or refusal to grant any government or third party approvals, permits, consents or licences, major disruption of transport system, system malfunctions or failure of telecommunications or other electronic communications that make it in the opinion of the Organiser impossible or impractical or undesirable for the Organiser to hold the Exhibition as initially planned. The Exhibitor shall have no claim against the Organiser or its agents or representatives, whether for loss or damage, or return of all or part of any money paid by the Exhibitor in respect of any postponement, cancellation, alternation, reduction, shortening or extension made in accordance with this provision.

**80.** The Organiser reserves the right to change the plan, site character or venue of the Exhibition at any time without giving notice to the Exhibitor. Proportional allowance for use of the Exhibition Venue may be made if deemed appropriate by the Organiser (in its sole and absolute discretion) but it shall not be liable for any further compensation to the Exhibitor.

## **Disclaimer**

**81.** The Organiser has the sole and absolute discretion in relation to the admission of visitors to the Exhibition (including but not limited to determining any admission requirements or procedures). The Exhibitor acknowledges that the Organiser has given no commitment or guarantee as regards the number of visitors to the Exhibition and the results of the Exhibition and agrees that it has no claim against the Organiser or its agents or representatives in this connection.

**82.** The Exhibitor acknowledges and agrees that the Organiser shall not be responsible for any losses or damages that the Exhibitor's business may suffer and that the Organiser has made no warranties of any kind, express or implied for services to be provided hereunder. The Organiser hereby disclaims any warranty or merchantability or fitness for any particular purpose.

**83.** The Exhibitor further acknowledges and agrees that the Organiser shall not be responsible for any system malfunctions or failure of telecommunications or other electronic communications at the Exhibition Venue which is beyond the Organiser's control.

## **Additional Rules & Regulations**

**84.** The Organiser reserves the right to interpret, alter and amend any of these Conditions and to issue additional rules and regulations (including but not limited to the exhibitors' manual) at any time it considers necessary for the orderly operation of the Exhibition. The amended Conditions and the additional rules and regulations shall become effective immediately upon posting of the same on our website at [www.hktdc.com/hktradefairs](http://www.hktdc.com/hktradefairs). Once the amended Conditions and the additional rules and regulations have been posted on our website at [www.hktdc.com/hktradefairs](http://www.hktdc.com/hktradefairs), you will be deemed to have notice of the same and have accepted the amended Conditions and the additional rules and regulations. All interpretations of these Conditions and any additional rules and regulations by the Organiser shall be final and binding on the Exhibitor.

**85.** The Exhibitor shall abide by the rules and regulations of the Exhibition Venue which are deemed to be integral parts of and incorporated into these Conditions. In the event of conflict between the provisions of such rules and regulations and these Conditions, these Conditions shall prevail. Copies of the rules and regulations of the Exhibition Venue are available from the Organiser on request.

**86.** The Exhibitor is responsible for all its own costs and charges incurred in entering into and carrying out the agreement governed by these Conditions, including any and all costs associated with communications facilities and access to electronic services.

## **Notices**

**87.** All notices, agreements, approvals, permissions and the like required by these Conditions to be in writing must be given:

To the Organiser either by electronic mail to [exhibitions@hktdc.org](mailto:exhibitions@hktdc.org) ; fax to (852) 2824 0249; or post to Hong Kong Trade Development Council, 38/F, Office Tower, Convention Plaza, 1 Harbour Road, Wan Chai, Hong Kong;

To the Exhibitor either by the website at [www.hktdc.com/hktradedefairs](http://www.hktdc.com/hktradedefairs) or via the Exhibitor Online Platform or by email, fax or post to the addresses given in the Application Form;

or by such other methods as agreed or as notified by the Organiser from time to time. The Exhibitor consents to the use of electronic records and communications and online processing for all matters connected to these Conditions or their subject matter.

## **Conflict with Application Form**

**88.** If the provisions of these Conditions conflict with the Application Form, the provisions of these Conditions shall prevail.

## **Language**

**89.** These Conditions are prepared in both English and Chinese languages. In the event of any discrepancy between the two language versions, the English version shall prevail.

## **Governing Law**

**90.** These Conditions shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the Exhibitor irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

## 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", "OrganisOrganiser", "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 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 howsoever 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 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 or all of its parent, associate, affiliated, associated and/or subsidiary companies and/or any brand(s) which it or they represented, represents or may represent from any or all future exhibitions, events or trade fairs organised by the Organiser and/or to further ban any representatives of the Exhibitor in question from entering the venue of the current Exhibition in which the Exhibitor is participating.

If a complainant/an Exhibitor ("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 Exhibitors’ product or material in dispute at the Fair, a HKTDC Fair Official will visit the booth involved.
5. The Fair Legal Advisor will also visit the HKTDC’s website ([www.hktdc.com](http://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 Organiser’s website in accordance with the HKTDC’s *Terms & Conditions for Printed Advertisement & Online Promotion* without further notice.
6. As Fair Organiser, HKTDC 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 exhibition unless he/she can adduce evidence to show to the satisfaction of the Legal Advisor 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 HKTDC for its records.
8. If the HKTDC 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 HKTDC under paragraphs 6 and/or 7 and/or 8 above, HKTDC 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 company, from any or all future HKTDC exhibitions.
10. HKTDC staff will visit any booth in respect of which a complaint has been received and accepted by HKTDC’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, HKTDC 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 by the Exhibitor and to ban the Exhibitor and any of its representatives, parent, associate, affiliated and / or subsidiary companies from any or all future HKTDC exhibitions.

## Penalties

An exhibitor and/or any of its representatives, parent, associate, affiliated and / or subsidiary companies 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 the 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 customer;
- (ii) supplies or offers to supply any goods to which a false trade description is applied or any services to consumers; 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 -

- (ii) on conviction on indictment, to a fine of \$500,000 and to imprisonment for 5 years; and
- (iii) 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 of 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;  
**original** evidence on proof of ownership of the copyright work- for example, in the event the author of the copyright work 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
5. 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
- 6.

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

### B. Trade Mark

1. Original or certified copy of a valid Certificate of Registration of Trade Mark in **Hong Kong** including any renewal certificates or proof of renewal (**NOTE:** foreign registrations will **not** be accepted).

### C. Registered Design

1. Original or certified copy of a valid Certificate of Registration of Design in **Hong Kong** including any renewal certificates or proof of renewal (**NOTE:** foreign registrations will **not** be accepted).

### D. Patent

1. Original or certified copy of a valid Certificate of Grant of Patent in **Hong Kong** including any renewal certificates or proof of renewal (**NOTE:** foreign registrations will **not** be accepted).
2. A written opinion from the complainant's Hong Kong patent agent or legal advisor 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.

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 and Vehicle Passes

All Exhibitors and their staff are strictly requested to wear **exhibitor badges** at all times during move-in, move-out and throughout the exhibition period. 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 13** in "**Additional Facilities and Services Order Form**" to the Organiser on or before **28 Sept 2017**. 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.

One vehicle pass will be issued to each exhibitor for entering the loading and unloading bay of Hong Kong Convention and Exhibitor Centre.

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 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 6pm on 11 Nov 2017.**

### 3.7 Confidential Questionnaires

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. **11 Nov 2017**.

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.

### 3.8 Photographing and 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.

### 3.9 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/en/home.do>
- (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)  
Suite 2501, 25/F., Exchange Tower, 33 Wang Chiu Road, Kowloon Bay, Kowloon, Hong Kong  
Tel: (852) 2520 7000 Fax: (852) 2882 6897  
Website: <http://www.hkria.com/en/index.aspx>
- (e) 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 the relevant organisations directly by completing the **Forms 16 - 18** in “**Additional Facilities and Services Order Form**” and return them before the Fair.

### **3.10 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.

### **3.11 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.

### **3.12 Use of Booths**

All booths must be properly manned, displayed and furnished with exhibits at all times during the Fair. **No retail sales are allowed in the Exhibition on 9 – 10 Nov 2017.**

### **3.13 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.**

### **3.14 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.

### **3.15 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.

### **3.16 Bills and Posters**

The Organiser has the right to remove any bills or posters which in the opinion of the Organiser does not conform to the purpose and image of the Fair.

### **3.17 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 and Beverages**

According to the regulations of the Hong Kong Convention and Exhibition Centre, outside food and beverages are not allowed to be taken into the Exhibition Venue. Exhibitors may have food and drinks at the Cafeteria inside the exhibition Halls or at the restaurants.

In order to maintain a clear and tidy exhibition area, consumption of food is not recommended in the booth. Exhibitors and their staff may make use of certain specified rooms within the Exhibition Halls for consumption of their food.

#### **Protection of Intellectual Property Rights**

All exhibits and the packages thereof, Publicity Material or any other part of the display on the Exhibitor's Stand must not violate or infringe any intellectual property rights including but not limited to trade marks, copyright, designs, names and patents, whether registered or otherwise. Exhibitors are required to comply with the rules and complaint procedures as set out in the "Exhibitors' Brief on the Protection of Intellectual Property Rights at HKTDC Exhibitions" as issued by the Organiser.



### **3.18 Special Arrangements for Tropical Cyclone & Black Rainstorm Warning Signals**

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 during the HKTDC HK International Wine & Spirits Fair 2017.

#### **A. Special Arrangements for Tropical Cyclone Warning Signal**

##### **I. During Move-in (8 Nov), Move-out (11 Nov)**

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**

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. If a Tropical Cyclone Warning Signal No. 8 is **cancelled at or before 2pm**, 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 **one hour after** the Tropical Cyclone Warning Signal No. 8 is cancelled if situation allows. Exhibitors are reminded to return to their booths before the fair re-opens to the public.
3. The fair, however, will remain closed if the Tropical Cyclone Warning Signal No. 8 is **cancelled after 2pm**.

##### **III. During Opening Hours (9 - 11 Nov)**

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 broadcast such notice to exhibitors and visitors at once. Exhibitors and visitors will be requested to leave the exhibition venue immediately.

## **B. Special Arrangements for Black Rainstorm Warning Signal**

### **I. During Move-in (8 Nov), Move-out (11 Nov)**

1. If a Black Rainstorm Warning Signal is issued during the move-in and/or move-out period, the move-in and move-out procedure will continue if situation allows.

### **II. Prior to Opening Hours**

1. If a Black Rainstorm Warning Signal is **issued before 8:15am**, the fair will remain **closed**.
2. If a Black Rainstorm Warning Signal is **cancelled at or before 2pm**, the fair will re-open to the visitors **two hours after** the Black Rainstorm Warning Signal is cancelled. Exhibitors will be allowed to enter the fairground for preparation **one hour after** the Black Rainstorm Warning Signal is cancelled if situation allows. Exhibitors are reminded to return to their booths before the fair re-opens to the public.
3. The fair, however, will remain closed if Black Rainstorm Warning Signal is **cancelled after 2pm**.

### **III. During Opening Hours (9 - 11 Nov)**

1. If a Black Rainstorm Warning Signal is issued during the fair's opening hours, the fair will **remain open**. Exhibitors and visitors onsite will be encouraged to stay in the exhibition venue for their own safety.

## **C. Insurance**

1. The Exhibitor shall take out insurance policies to cover itself against all potential liabilities imposed on it in these Conditions as well as possible legal liability for negligence and shall produce such policy of insurance to the Organiser upon request. For details, please refer to point 70 and 72 under "[Rules & Regulations](#)".

## **D. Other Issues**

1. 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 question concerning the above arrangements.
2. Implementation of the above special arrangements may be adjusted at the time, depending on the actual conditions. The Organiser will announce the changes, if any, as soon as possible.

### **3.19 Special Note on National Flag and National Emblem Ordinance and Regional Flag and Regional Emblem Ordinance**

From 1 July 1997, The Hong Kong Special Administrative Region (HKSAR) has been established. All commercial activities, including the HKTDC fairs, have to operate within the parameters of the legal framework. According to the Conditions of Participation, all Exhibitors are required to observe the Hong Kong laws in force when conducting business at the fairground.

Your attention is drawn to some sections of some of the HKSAR ordinances which came into operation on 1 July 1997, which state:-

#### **National Flag and National Emblem Ordinance (Ordinance No. 116 of 1997)**

##### **Section 4 Damaged national flag and national emblem not to be used**

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

##### **Section 5 Manufacture of national flag and national emblem regulated**

3. ...The display or use of the national emblem in unusual dimensions is subject to the prior approval of the Central People's Government.

##### **Section 6 Prohibition on certain uses of national flag and national emblem**

1. The national flag or its design must not be displayed or used in --
  - a. trademarks or advertisements;
  - b. private funeral activities; or
  - c. other occasions on which or places at which the display or use of the national flag or its design is restricted or prohibited under a stipulation made by the Chief Executive.
2. The national emblem or its design must not be displayed or used in --
  - a. trademarks or advertisements;
  - b. furnishings or ornaments in everyday life;
  - c. private activities of celebration or condolence; or
  - d. other occasions on which or places at which the display or use of the national emblem or its design is restricted or prohibited under a stipulation made by the Chief Executive.
3. A person who without lawful authority or reasonable excuse displays or uses the national flag, national emblem or the design of the national flag or of the national emblem contrary to subsection (1) or (2) commits an offence.

##### **Section 7 Protection of national flag and national emblem**

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

##### **Section 8 Copy of national flag or national emblem**

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

#### **Regional Flag and Regional Emblem Ordinance (Ordinance No. 117 of 1997)**

Similar provisions in relation to the regional flag and regional emblem are continued in:

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

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

##### **Section 7 Protection of the regional flag and regional emblem**

##### **Section 8 Copy of the regional flag or the regional emblem**

### 3.20 Waste Reduction and Recovery Measures

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

#### **Waste Avoidance and Minimisation**

- a. Setting up of exhibition booth  
Use re-erectable booth to reduce the amount of waste generated
- b. Selection of decoration material  
Use environmentally-friendly materials (e.g. recycled materials).
- c. Production of publicity materials
  - Print publicity materials on recycled paper.
  - Minimise the number of publicity materials printed.
- d. Distribution of bags  
When distribution of bags is necessary, use re-usable bags or bio-degradable bags instead of plastic bags.

#### **Waste Reuse and Recycling**

- a. Reuse  
Collect unused publicity items, decoration materials, admission badge holders etc for reuse or recycling.
- b. Recycling  
Put recyclable materials including waste paper, plastic bottles and aluminum cans into the waste separation bins provided by the event organiser.

### **3.21 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](http://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 organisation 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 organisations 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/>

## **3.22 Smok-Free Policy**

Health and Comfort Come First  
at Smoke-Free HKCEC

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

## 3.23. Important Points to Note

### 3.23.1 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 exhibition with immediate effect and/or to ban the company from participating in any or all future HKTDC exhibitions.

During the exhibition (including move-in and move-out days), exhibitors who would like to appoint non-HK residents to work at the booths, please note the Hong Kong Immigration Regulations.

Under the Hong Kong Immigration Regulations, permission given to a person to land in Hong Kong as a visitor shall be subject to the conditions of stay that he shall not take any employment whether paid or unpaid; establish or join in any business; and become a student at a school, university or other educational institution.

Under the existing Immigration policy of Hong Kong, a foreign national who wishes to come to Hong Kong to take up residence for employment, training, study at a school, join in any business or join any Hong Kong resident as his/her dependant should apply for an appropriate visa before entry. Application for change of status after arrival as a visitor will normally not be considered.

Non-HK resident exhibitors who would conduct retailing activities during at the booths, please apply for the appropriate visa. For any question, please contact the Immigration Department. 【Tel: (852) 2829 3194, Fax: (852) 2136 6334, Website: [www.immd.gov.hk/eng/services/index.html](http://www.immd.gov.hk/eng/services/index.html) or email: [enquiry@immd.gov.hk](mailto:enquiry@immd.gov.hk)】

Non-working visa holders may wish to hire local temporary helpers to conduct retail sales. Please refer to Section 5.7 for a list of temporary helper agencies.

### 3.23.2 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 followings guidelines strictly.

### 3.23.3 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.

### 3.23.4 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.

### **3.23.5 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.

### **3.23.6 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.

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.

### **3.23.7 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.

### **3.23.8 Removal of Exhibits**

Removal of exhibits may commence only after 6pm on 11 Nov 2017. 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.

### **3.23.9 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.

### **3.23.10 Organising Special Events inside the Exhibiton 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 publicising 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.



### 3.23.11 Canvassing

- (i) Publicising 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 conducts activity which in the opinion of the Organiser interfere with the rights of other Exhibitors at the fair.

### 3.23.12 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.

### 3.23.13 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 7195**). Exhibitors requiring such service should fill out the **Form 22** in “**Additional Facilities and Services Order Form**” and return it directly to the Convention and Exhibition Centre on or before **19 Oct 2017**.

### 3.23.14 Crowd Control

1. To safeguard the interests of all relevant parties and to ensure the orderly flow of visitors at the Exhibition Venue, in the event that an Exhibitor wishes to conduct any activities or events of a promotional or marketing nature or otherwise in or around its booth or anywhere within the Exhibition Venue which is likely to attract a gathering of substantial number of people (“**Event**”), an exhibitor must at least one month prior to the opening of the Exhibition, submit an application to the Organiser in writing with full details of any such proposed Event to be undertaken by or on behalf of the Exhibitor within the Exhibition Venue. Particulars to be provided for the application include but are not limited to the full and detailed particulars of the proposed date and time of the Event, the proposed participants (e.g. any special guests, celebrities, etc), the nature of the Event, the related products or services that will be offered, the estimated size of crowd, the proposed measures/arrangements for event management and crowd control that the Exhibitor plans to deploy for such Event, and any other/further information as may be requested by the Organiser.
2. An Exhibitor is required to obtain the Organiser’s written approval before publicising and conducting any such Event, and to comply with any additional terms and conditions as the Organiser may think fit to impose, including but not limited to any additional terms and conditions relating to the relevant measures for crowd control, event management, venue arrangement, etc.
3. An Exhibitor should ensure appropriate arrangements for crowd control and event management are implemented for the Event, including but not limited to hiring and deploying sufficient staff and security guards to conduct and manage the Event, to maintain crowd control, to deal with any unexpected build-up of crowd, to ensure the orderly flow of visitors during the Event, and to ensure that the Event will not cause any inconvenience to any visitors and/or any other Exhibitors participating at the Exhibition. The Exhibitor acknowledges and agrees that it is responsible for implementing the appropriate measures for crowd control and management of its Event, and further agrees and undertakes that it, its employee, agent, representatives and contractors, will fully and promptly co-operate with the Organiser to deal with any crowd control or other issues that may arise during the Event.
4. The Organiser fully reserves the right, at its sole discretion and without any compensation to the Exhibitor, to terminate any Event or relocate the Event to be conducted at another designated location if, for example, but without limitation, the Organiser considers that the continued conduct of the Event in question has or is likely to raise concerns as regards the safety of any visitors, Exhibitors, and/or any other persons at the Exhibition Venue, or is otherwise detrimental to the Exhibition.
5. The Organiser reserves the right at any time to ban any unauthorized event without compensation to the Exhibitor. Any such Event undertaken without the Organiser’s prior written approval or in any way in contravention of any applicable terms and condition may at any time be banned by the Organiser.
6. If the Exhibitor wishes to invite the appearance of movie stars, TV stars, singers, celebrities or other public figures for any supporting activity or Event, this must be arranged through the Organiser by renting a specified venue and the Exhibitor must deploy enough security force to control the unexpected crowd. At all material times, the Exhibitor is required to comply with all the applicable terms and conditions that are imposed for the relevant Event. For application details, please contact the Organiser.
7. The Exhibitor undertakes and agrees to fully indemnify the Organiser and its agents, representatives, contractors and employees from and against all losses, liabilities, actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses which the Organiser may suffer or incur by reason of or in relation to or otherwise arising from the Event, any breach of this clause and/or any applicable terms and conditions imposed for the Event, or any acts or omissions by the Exhibitor or its employees, agents, representatives or contractors.

### **3.23.15 Cleaning of Wine Glasses and Spittoons**

Exhibitors are not allowed to clean their wine glasses and spittoons inside the guest washrooms of the Hong Kong Convention and Exhibition Centre. Exhibitors who need to clean their wine glasses and spittoons are requested to do so inside the washing area located inside the fairground during the Fair.

### **3.23.16 24-Hour Electricity Supply**

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

To ensure 24-hour electricity supply for some exhibitions 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 800W and no multiplugs shall be allowed to be used.

### **3.23.17 Copyright on Simplified Chinese Publication**

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.

## **IMPORTANT NOTICE**

**During the fair period, Exhibitors must observe and pay special attention to the following relevant ordinances & rules for wine and liquor (3.24).**

### **3.24. Wine and Liquor Related Laws and Regulations**

#### **3.24.1 Attention**

As Exhibitors are responsible for any complaint/legal action in relation to their activities and participation in the Exhibition, they are strongly recommended to comply with all the relevant laws and regulations during the Exhibition on their own account. In particular, attention should be drawn to the sales or supplies of liquor on the fair ground which can only be lawful if:

- (i) the Exhibitor / buyer / consumer is aged 18 or above; and
- (ii) no onsite consumption of liquor is allowed after the liquor sales transaction unless a liquor license has been obtained by the individual Exhibitor.
- (iii) wine tasting subsequent to a liquor sales transaction in booth area or the designated wine tasting areas on the fair ground is not considered as onsite consumption of liquor.

#### **3.24.2 Liquor Licence**

In accordance with the laws of Hong Kong, any person who intends to sell liquor at any premises for consumption on the premises must obtain a liquor licence before commencement of such business.

A liquor licence can be obtained from the Liquor Licensing Board using the prescribed application form (downloadable at <http://www.fehd.gov.hk/english/forms/fehb106.pdf>). Details on the application and procedural requirements can be found in "A Guide to Application for Liquor Licences and Club Liquor Licences" published by the Food and Environmental Hygiene Department downloadable at [www.fehd.gov.hk/english/licensing/ll-cll-appguide.doc](http://www.fehd.gov.hk/english/licensing/ll-cll-appguide.doc). For detailed information, Exhibitors may contact the Licensing Section of the Food and Environmental Hygiene Department at [www.fehd.gov.hk/](http://www.fehd.gov.hk/) and their inquiry hotlines (Hong Kong and Islands: Tel: (852) 2879 5728; Kowloon: Tel: (852) 2729 1237 and New Territories: Tel: (852) 3183 9255).

A holder of a liquor licence is required to personally supervise the sale or consumption of liquor at the premises specified in the liquor licence. Each holder of a liquor licence has to be a natural person and can only obtain no more than one liquor licence. On any occasion where sale or supply of liquor for consumption is intended to be conducted at additional premises or in some events in public, an existing liquor licence holder must apply for a temporary liquor licence at the Police Licensing Office, The Hong Kong Police Force, 12-13/F, Arsenal House, Police Headquarters, 1 Arsenal Street, Wan Chai, Hong Kong (Tel: (852) 2860 6524). A temporary liquor licence may be granted subject to payment of a prescribed fee and any conditions that may be imposed by the Commissioner of Police. Only holder of a liquor licence can apply for a temporary liquor licence.

In view of the rigid licensing conditions for liquor licence stipulated by the Liquor Licensing Board (listed on the Annex VI of the above-mentioned "A Guide to Application for Liquor Licences and Club Liquor Licences" as attached), it may not be possible for Exhibitors from overseas to obtain liquor licences.

### 3.24.3 Dutiable Commodities Ordinance

Exhibitors must pay attention to the provisions of the Dutiable Commodities Ordinance (Cap. 109 of the Laws of Hong Kong) which set forth the rules and regulations relating to the taxation, manufacturing/import/export, dealing and control of liquors in Hong Kong.

The Ordinance defines liquor as any liquid which contains more than 1.2% of ethyl alcohol.

#### 1. Taxation

With the coming into operation of the Duty Commodities (Amendment) Ordinance (2008) on 27 February 2008, duty shall be payable on the following types of liquor at the rates, expressed as a percentage of the value (calculated in accordance with section 26A of the Dutiable Commodities Ordinance), set out opposite to each type of liquor :

Type of Liquor :	Rate
Liquor with an alcoholic strength of more than 30% by volume measured at a temperature of 20 °C	100%
Liquor, other than wine, with an alcoholic strength of not more than 30% by volume measured at a temperature of 20 °C (e.g. beer, cider, perry, etc)	0%
Wine (e.g. red and white table wines, champagne, sherry, etc)	0%
Where there is no or insufficient information available from which the Commissioner of Customs and Excise (or any officer authorized by him in that behalf) is able to determine the value of any quantity of liquor of less than 12 litres, imported at any time in one consignment, duty payable on such liquor is assessed at a fixed rate.	HK\$160 per litre

#### 2. Manufacturing / Import / Export

Licence is required for the importation, exportation and manufacturing of dutiable liquors including wine and liquor with an alcoholic strength of not more than 30% which are classified as zero-rated goods. Exhibitors should check with their own legal advisors or the Customs and Excise Department (“Customs”) on the current licensing and permit control arrangements which may be amended from time to time. Updates of news regarding the arrangements can be obtained from the Customs and Excise Department at [www.customs.gov.hk/en/home/index.html](http://www.customs.gov.hk/en/home/index.html).

For the time being, Exhibitors should take note of the following:

- (1) Customs may require any imported intoxicating liquor (for which a standard of quality is prescribed to be accompanied by a certificate of origin from the place where the liquor was made) to be certified as to the type, nature and quality of that liquor. Certificates of origin for brandy, whisky and rum shall contain such analytical and other particulars as will enable the liquor to be readily identified.
- (2) The name of the place of origin of port not produced in the Alto Douro district in Portugal, or sherry not produced in Jerez de la Frontera in Spain, shall be clearly marked on every container thereof.
- (3) For zero-rated goods imported in a single shipment for commercial purpose, no licence or permit is required if the value of the goods is less than \$5,000 but for goods with a value at \$5,000 or above, Customs will detain the goods and inform the owner to apply for an import licence and removal permit with the Department's Office of the Dutiable Commodities Administration.

- (4) The existing licence and permit control arrangements continues to apply on (i) zero-rated goods if imported by companies for commercial purpose under a regular annual licence goods and (ii) the removal of zero-rated goods from one warehouse to another, or for export.
- (5) For zero-rated goods for release to the local market, Customs will still issue a Removal Permit for Duty-paid Goods (despite zero duty) but with a special endorsement specifying that the duty on the subject goods is 0% of the value of the goods, and the goods will be regarded as duty-paid goods for the purpose of the Dutiable Commodities Ordinance. Zero-rated goods without such endorsement on the permits will be regarded as dutiable goods and subject to control under the Ordinance.

### **3. Sale or Supply**

Pursuant to the Dutiable Commodities (Liquor) Regulations (Cap. 109B of the Laws of Hong Kong), the sale of liquor is prohibited:-

- (i) at any premises for consumption on those premises; or
- (ii) at a place of public entertainment or a public occasion for consumption at the place or occasion except on the authority of a liquor licence or a temporary liquor licence.

Any person who contravenes the above regulation shall be guilty of an offence and shall be liable on conviction to a fine of \$1,000,000 and imprisonment for 2 years.

### **4. Control**

#### 4.1. Legal age of consumption of intoxicating liquor

Exhibitors should be aware of the offence prescribed by the Dutiable Commodities (Liquor) Regulations (Cap. 109B of the Laws of Hong Kong) for a liquor licensee to permit any person under the age of 18 years to drink any intoxicating liquor on any licensed premises.

Any person who contravenes the above regulation shall be guilty of an offence and shall be liable on conviction to a fine at level 5 (\$50,000) and to imprisonment for 6 months.

#### 4.2. Employment

Pursuant to the Dutiable Commodities (Liquor) Regulations (Cap. 109B of the Laws of Hong Kong), no liquor licensee shall employ, or permit the employment of, on or about the licensed premises, or in connection with the business carried on therein -

- (i) at any time any person under the age of 15 years; or
- (ii) between the hours of 10 p.m. and 6 a.m. any person under the age of 18 years; or
- (iii) between the hours of 6 a.m. and 10 p.m. any person under the age of 18 years except with the written permission of the Liquor Licensing Board.

Any person who contravenes the above regulation shall be guilty of an offence and shall be liable on conviction to a fine at level 5 (\$50,000) and to imprisonment for 6 months.

#### 4.3. Labelling of liquor for local consumption

Regulation 67A of the Dutiable Commodities (Liquor) Regulations (Cap.109B of the Laws of Hong Kong) requires that every container containing liquor that is imported into or manufactured in Hong Kong for local consumption shall bear a label on which is printed the alcoholic strength, or the range of alcoholic strength, of the liquor and the label shall:

- (a) include the information needed which is printed legibly in English letters, Chinese characters, Arabic numerals or the symbol “%”, or any combination of them, unless the Commissioner of Customs and Excise otherwise authorizes in writing to be in other languages;
- (b) be securely affixed to or be part of the container; and
- (c) be so placed as to be clearly visible.

The importer or manufacturer in Hong Kong who contravenes the above regulation shall be guilty of an offence and shall be liable on conviction to a fine at level 5 (\$50,000).

#### **3.24.4 Other Applicable Laws**

In addition to the Dutiable Commodities Ordinance, Exhibitors should take note of other relevant laws and regulations including but not limited to the following: -

##### **1. Counterfeit Alcoholic Liquor**

Section 52(2) of the Public Health and Municipal Services Ordinance (Cap.132 of the Laws of Hong Kong) makes it an offence for any person who for the purpose of sale keeps in any container any liquid which is not of the nature, or not of the substance, or not of the quality, of the alcoholic liquor (meaning spirits, liqueurs, wines and Chinese type liquor) which, by reason of the labelling or other marking of such container, it appears to be.

##### **2. The Trade Descriptions (Unfair Trade Practices) (Amendment) Ordinance 2012 effective 19 July 2013**

In response to strong public demands for enhancing protection of consumers against other commonly seen unfair trade practices in consumer transactions, the Hong Kong Special Administrative Region has completed a review of the existing consumer protection legislation and proposed improvements through amendments to the Trade Descriptions Ordinance. The Trade Descriptions (Unfair Trade Practices) (Amendment) Ordinance 2012 (Amendment Ordinance) was eventually passed on 17 July 2012 by the Legislative Council and its key changes include:

- the expansion of the definition of “trade description” in respect of goods to mean any indication, direct or indirect, and by whatever means given, with respect to any goods or parts of goods such as price indication;
- the extension of the coverage of the Ordinance to prohibit false trade descriptions in respect of services made in consumer transactions, and to define “services” under any consumer contract;
- the creation of new offences on such practices as misleading omissions, aggressive commercial practices, bait advertising, bait-and-switch and wrongly accepting payment; and
- an introduction of a civil compliance-based enforcement mechanism in addition to criminal sanctions to promote adherence to the TDO.

**The Amendment Ordinance came into operation on 19 July 2013. Exhibitors are reminded to read the Amendment Ordinance in detail to avoid possible offences,** in particular the usage of terms in relation to prices and puffery claims (like “sale”, “original price”, “reduced price”, “lowest price”, “best seller” etc), bait advertising etc. For enquiries on the Trade Descriptions (Unfair Trade Practices) (Amendment) Ordinance 2012, please contact the Customs and Excise Department at (852) 2815 7711 or visit [http://www.customs.gov.hk/en/whats\\_new/tdspg/index.html](http://www.customs.gov.hk/en/whats_new/tdspg/index.html).

## **3.25 Food Related Laws and Regulations**

Exhibitors are requested to read through sections 3.25.1 to 3.25.18 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 sections 3.24 and 3.25, 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 laws and regulations 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 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 Organisers maintain the right to demand for immediate remedial action by Exhibitors upon request during the Fair period if the Organisers have any suspicion on any non-compliance of the laws and regulations mentioned in sections 3.24 and 3.25. In the incidence that repeated verbal warnings are in vain, the Organisers 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, 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 <http://www.legislation.gov.hk/index.htm>.

Note that Pesticide Residues in Food Regulation (Cap.132CM) takes effect from 1 August 2014. The Regulation imposes the maximum concentration of specified pesticide residues permitted in specified food commodities. It also stipulates that unless the consumption of the concerned food is not dangerous or prejudicial to health, the import or sale of any food found to contain pesticide residues, except for exempted pesticides specified in the Regulation, is an offence under the Regulation which attracts a maximum penalty of \$50,000 fine and 6-month imprisonment. For compliance with the requirements of this Regulation, Exhibitors may refer to the Guidelines published by the FEHD and the Centre for Food Safety which can be browsed at the following link:

[http://www.cfs.gov.hk/english/whatsnew/whatsnew\\_fstr/whatsnew\\_fstr\\_21\\_Pesticide.html](http://www.cfs.gov.hk/english/whatsnew/whatsnew_fstr/whatsnew_fstr_21_Pesticide.html).

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

- (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](http://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 records.

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](http://www.cfs.gov.hk)

The full text of the Ordinance can be downloaded at <http://www.legislation.gov.hk/index.htm> 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](http://www.cfs.gov.hk).

Exhibitors 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](http://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 Fair 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.

[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 4231].

### **(3) Food Labelling**

All pre-packaged food and beverages exhibited or offered at the 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](http://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 labelling and advertisements. Any labelling 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 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](http://www.cfs.gov.hk).

[For inquiries, please contact Centre for Food Safety at: (852) 2868 0000 or [www.cfs.gov.hk](http://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 Fair must be in hygienic condition of the highest standard and must be fit for human consumption. For the sake of public health, the Organisers maintain 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 Organisers have 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 Organisers 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 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 Fair. The Organisers reserve the right to discontinue any sale if the exhibitor fails to present the said licence 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](http://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 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, pan-frying, non-charcoal grilling and baking only. Deep-fry or Yakitori-style cooking is not permitted.
3. Any 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 small frying pans heated by electric 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 appliance in his/her respective stand. Exhibitors are also responsible for ordering sufficient power supply to support their electric cooking appliances. Booths with grilling 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 ovens or appliances must obtain the prior written approval of HKTDC who have an absolute discretion upon whether to give such approval. Notwithstanding that HKTDC may have given such approval they are at liberty to subsequently withdraw 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 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-packed foods and/or beverages. Any cooking, reheating 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.

### **3.25.6 Conditions on Tasting and Sales of Alcoholic Beverages**

Below are the rules and conditions governing the tasting and sales of alcoholic beverages during the 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 HKTDC at least 30 days before the commencement of the Fair for records.
- Exhibitors conducting sales or tasting of alcoholic beverages during the 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 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 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.

- It is necessary to post a sign stating a message to the above effect. (The Organiser will provide the sign to the concerned exhibitors)

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](mailto: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 Fair must be genuine and conform to the labels affixed to them and their package insert.

Please note that the Organiser has 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 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](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 Regulations on Sales of Restricted Food**

#### **Restricted Foods**

According to the provisions of the Food Business Regulation (Subsidiary Legislation X of Chapter 132 of the Laws of Hong Kong), no person shall sell, or offer or expose for sale, or possess for sale the following kinds of food and beverages which are restricted foods in Hong Kong except with the relevant licences or permits issued by the FEHD:

1. (a) Fresh meat  
(b) Chilled meat other than pre-packaged chilled beef, mutton or pork  
(c) Pre-packaged chilled beef, mutton or pork  
(d) Frozen meat
2. Fresh, chilled or frozen game
3. Fresh, chilled, frozen or live fish, excluding live fish on a fish farm
4. (a) Live water birds, excluding live water birds on a poultry farm or in a wholesale market  
(b) Other live poultry, excluding live poultry on a poultry farm or in a wholesale market  
(c) Fresh, chilled or frozen poultry carcass
5. Fresh, chilled or frozen shell fish, excluding shell fish collected in the Hong Kong Harbour and Harbour in Aberdeen which is prohibited food.
6. Imported cooked or dried meat or imported meat which has been otherwise treated or prepared, unless such food is to be sold in an unopened hermetically sealed container or, until the time it is about to be used in the preparation of any article of food, such food is contained in an unopened hermetically sealed container;
7. Imported intestines or other parts of any animal which are prepared in the form of sausage casings, unless such food is to be sold in an unopened hermetically sealed container or, until the time it is about to be used in the preparation of any article of food, such food is contained in an unopened hermetically sealed container;
8. Imported pies, sausages or other prepared or manufactured articles of food which contain any meat or cooked or dried meat other than fat, unless such food is to be sold in an unopened hermetically sealed container or, until the time it is about to be used in the preparation of any article of food, such food is contained in an unopened hermetically sealed container;
9. Milk or any milk beverages, being milk or a milk beverage to which the Milk Regulation (Cap 132AQ) applies;
10. (a) Soft ice cream  
(b) Other frozen confections
11. Chinese herb tea
12. Non-bottled drinks (which generally mean drinks prepared for immediate consumption but

required no storage in sealed bottles, cans or other containers, e.g. fresh fruit juice, diluted drinks prepared from concentrates, soya bean juice and drinks sold from a manual dispensing machine)

13. Siu Mei (燒味) or Lo Mei (滷味)

14. Cut fruit

15. Leung Fan (涼粉), unless such food is to be sold in an unopened hermetically sealed container or, until the time it is about to be used in the preparation of any article of food, such food is contained in an unopened hermetically sealed container;

16. Man Tau Lo (饅頭籮)

17. Food sold by means of a vending machine

18. Sashimi

19. Sushi

20. Oyster to be eaten in raw state

21. Meat to be eaten in raw state

**Note:** According to the “Guide to Import of Game, Meat and Poultry into Hong Kong” published by the Food Safety Centre, the word “chilled” can be referred to the pre-chilling process of food with subsequent storage at a temperature between 0°C and 4°C. Similarly, according to the “Food Hygiene Code” issued by the FEHD, the word “frozen” can be referred to the state in which the temperature of a food is reduced below its freezing point and the majority of the water inside the food undergoes a change in state to form ice crystals. To maintain the quality of frozen food, a temperature of –18°C or less is preferred.

In addition to the provisions of the Food Business Regulation, Exhibitors must observe the provisions in the Import and Export Ordinance (Chapter 60 of the Laws of Hong Kong) concerning the import of food and also the provisions of the Imported Game, Meat and Poultry Regulations (Chapter 132AK of the Laws of Hong Kong) concerning the import of game, meat and poultry into Hong Kong.

### **Sale of Restricted Foods**

Exhibitors who intend to conduct sale of any of the above restricted foods in the fair are required to obtain the necessary Restricted Food Permit and/or a Composite Food Shop Licence from the FEHD and submit copy of the permits to HKTDC at least 30 days before the commencement of the Fair for records.

A Temporary Food Factory Licence is also required for any Exhibitor who intends to conduct sale of any pre-cooked food or beverages reheated for consumption at the Fair. A copy of the licence should be forwarded to HKTDC at least 30 days before the commencement of the Fair for records.

Both the Form of Application for Permit (FEHB95A) and the Form of Application for a Temporary Food Factory Licence (FEHB 201) can be downloaded from the website of FEHD at [www.fehd.gov.hk](http://www.fehd.gov.hk). For enquiries, please call the 24-hour hotline of FEHD at (852) 2868 0000.

### **3.25.11 Regulations on Importation of Food Products**

Food importers, through close liaison with exporting countries, are responsible for ensuring that food items they procure comply with the local legislation. To help ensure hygienic standards of food, importers are encouraged to obtain health certificates issued by health authorities of countries of origin to accompany their imports certifying that the food products concerned are fit for human consumption.

There are specific legal requirements or administrative arrangements for the import of the following selected food items due to their perishable or high-risk nature:

- (a) game, meat and poultry;
- (b) milk and milk beverages;
- (c) frozen confections; and
- (d) marine products.

FEHD has prepared individual leaflets advising on the proper procedures for importing the above food items respectively:

- Guide to Import of Food into Hong Kong
- Guide to Import of Milk and Milk Beverages into Hong Kong
- Guide to Import of Frozen Confections into Hong Kong
- Guide to Import of Game, Meat and Poultry into Hong Kong
- Guide to Import of Marine Products into Hong Kong
- Guide to Application for Import Licence for Frozen Meat, Chilled Meat, Frozen Poultry and Chilled Poultry.

These leaflets can be collected at the Centre for Food Safety of FEHD at 43/F., Queensway Government Offices, 66 Queensway, Hong Kong or browsed at: the website of Centre for Food Safety at [www.cfs.gov.hk](http://www.cfs.gov.hk).

#### **◆ Health Certificate by Local Health Authority on Food Products**

- Regardless of the type of food product, exhibitors are required to present a health certificate issued by their respective local health authority for importation into Hong Kong. A copy of the health certificate should be forwarded to HKTDC at least 30 days before the commencement of the Fair for records.

#### **◆ Close Watch on Latest News Regarding Food Safety**

- Exhibitors should keep a close watch on the latest news published by the Centre for Food Safety on its website at [www.cfs.gov.hk](http://www.cfs.gov.hk) to ensure their display and/or promoted food products are safe for public consumption.

#### **◆ Prior Approval for Importation of Restricted Food Items**

- The importations of restricted food items require prior approval for importation from FEHD. These restricted items include frozen confections (including ice cream), milk and milk beverages, etc. A copy of the approval, if applicable, should be forwarded to HKTDC at least 30 days before the commencement of the Fair for records.
- The application forms are downloadable from the website of FEHD at: <http://www.fehd.gov.hk/english/forms/fehb95.pdf>.

#### ◆ **Regulated Items**

- There are specific legal and administrative requirements under the Public Health and Municipal Services Ordinance (Cap.132) for the import of any food containing regulated items such as added colouring matter, metal, artificial sweeteners, aflatoxins, erucic acid and/or other prohibited substances, preservatives and/or antioxidants and endangered species ingredients. Exhibitors are required to conform with these requirements to ensure that their products are fit for local sale or consumption.
- Further information on importation of regulated items can be found at the websites of Customs & Excise Department at [www.customs.gov.hk](http://www.customs.gov.hk) and the Centre for Food Safety of FEHD at [www.cfs.gov.hk](http://www.cfs.gov.hk).

#### ◆ **Freight Forwarder**

- Exhibitors may contact any Freight Forwarder for further details regarding importation of food products. The contacts of some Freight Forwarders are listed on the website of Hong Kong Exhibitions and Convention Industry Association (HKECIA) at [http://www.exhibitions.org.hk/english/members\\_company\\_a.php](http://www.exhibitions.org.hk/english/members_company_a.php).

### **3.25.12 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 must contain the following 8 aspects and should also cover the amount of any claimed nutrients:

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

All **Hong Kong and overseas exhibitors** that intend to conduct selling of prepackaged foods at the 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 Fair.

Officials from the FEHD may conduct random inspections onsite during the Fair period. The Organisers 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 Organisers have 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](http://www.cfs.gov.hk) and including, without limitation to, 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

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 [www.cfs.gov.hk](http://www.cfs.gov.hk).

### **IMPORTANT NOTICE**

**During the Fair period, exhibitors must observe and pay special attention to the following relevant ordinances & rules for Chinese medicine & health products (3.25.13 to 3.25.15):**

### **3.25.13 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 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; and the regulatory system for Chinese medicines, which includes licensing and regulation of Chinese medicines traders and registration of proprietary Chinese medicines.

**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](mailto: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 Bilingual Law Information System at <http://www.legislation.gov.hk/eng/home.htm>.

### **3.25.14 Undesirable Medical Advertisements Ordinance**

The Department of Health of the HKSAR Government has set forth very strict rules and regulations relating to drug labelling. 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 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, 10 and 12 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 Bilingual Law Information System at <http://www.legislation.gov.hk/eng/home.htm>.

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](http://www.drugoffice.gov.hk).

**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.**

### **3.25.15 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 [www.legislation.gov.hk](http://www.legislation.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](http://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 Drug Office of the Department of Health at (852) 23198458 or visit its website at [www.drugoffice.gov.hk](http://www.drugoffice.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.

### **3.25.16 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>.

### **3.25.17 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 (Amendment) Bill 2013 for the full implementation of the Scheme was introduced into the Legislative Council. It was approved by the Legislative Council on 19 March 2014 and has come into effect on 1 April 2015. The Product Eco-responsibility Ordinance imposes duty on seller to charge for plastic shopping bags in retail sale of certain goods to a customer. Unless exempted under the Ordinance, a seller must charge the customer an amount not less than 50 cents for each plastic shopping bag or each pre-packaged pack of 10 or more plastic shopping bags. 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.

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

### **3.25.18 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 protection and safety of the public in relation to any such activity 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 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.
- (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: [www.drugoffice.gov.hk](http://www.drugoffice.gov.hk).

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

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](mailto: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 the regulations by the exhibitor.

### 3.26 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; possession for sale or for any purpose of trade or manufacture goods with false trade description; prohibitions against supply of goods 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 unfair trade practices. 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 3.26.14 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 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 3.26 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 3.26.16 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.

All of the above mentioned ordinances and regulations can be downloaded from the website <http://www.legislation.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 regulations by the Exhibitor.**

Note that Pesticide Residues in Food Regulation (Cap.132CM) takes effect from 1 August 2014. The Regulation imposes the maximum concentration of specified pesticide residues permitted in specified food commodities. It also stipulates that unless the consumption of the concerned food is not dangerous or prejudicial to health, the import or sale of any food found to contain pesticide residues, except for exempted pesticides specified in the Regulation, is an offence under the Regulation which attracts a maximum penalty of \$50,000 fine and 6-month imprisonment. For compliance with the requirements of this Regulation, Exhibitors may refer to the Guidelines published by the FEHD and the Centre for Food Safety which can be browsed at the following link:

[http://www.cfs.gov.hk/english/whatsnew/whatsnew\\_fstr/whatsnew\\_fstr\\_21\\_Pesticide.html](http://www.cfs.gov.hk/english/whatsnew/whatsnew_fstr/whatsnew_fstr_21_Pesticide.html).