

# 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 authorised 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.

"Hong Kong National Security Law and Safeguarding National Security Ordinance" means including but not limited to Hong Kong National Security Law, Safeguarding National Security Ordinance, related legislations, laws and regulations.

"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. Exhibitor shall comply with all applicable laws, regulations, license requirements and conditions in relation to their trade promotion activities during the Fair. 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:

<u>Hong Kong Convention and Exhibition Centre</u>	<u>Maximum floor loading limit</u>
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\$3,000 (US\$400) 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 e-vehicle passes 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>	Maximum Stand Height
Hong Kong Convention and Exhibition Centre	2.5m~4m

### **24.2 Restriction on Custom-built Stand Height\***

24.2.1 Since 1 May 2023, all new designs of single-deck custom-built booths shall not exceed the height of 4 metres (note: The booth height limit may be lower for specific locations, please refer to exhibitor manual, hall plan or check with the following contacts). re-used single-deck booths at "4m < booth height ≤ 4.5m" can be reset up until 30 April 2025. The booth design must

remain unchanged as it was previously submitted to HKTDC for the same show without modification. Any amendments to original design will be treated as new design and subject to height restriction of 4 metres. Since 1 May 2025, the maximum booth height for all single-deck custom-built booths (including re-used single-deck booths) is 4m. The maximum height for double -deck booths remains unchanged in 5m.

**24.2.2** For any stand situated within  $\pm 0.5\text{m}$  of the smoke curtain in Hong Kong Convention and Exhibition Centre, the maximum allowable stand height is 2.5m or 3m (depends on the location). Please refer to the hall plan or check with Organiser, if required.

**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 7 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 7 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 authorised 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, Units 907-909, 9/F., FTLife Tower, 18 Sheung Yuet 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. Any publicity or any trade promotion activities, competitions, schemes or events (collectively, "**Trade Promotion Competitions**") shall be conducted by the Exhibitor in accordance with the requirements stipulated under Section **3.24.19** on "Publicity / Promotional Events within Booths" below.

**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 authorised 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 authorised 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 any ~~the~~ exhibits and packages thereof, or any goods, wearables, signs, slogans, Publicity Material, items or things displayed or placed on or at the Stand, or any other part of the display on the Stand, Exhibitor's Website, or Organiser's online or mobile platform, or any of the Exhibitor's activities or behaviours, events, competitions or schemes conducted at the Stand or otherwise at or during the Fair do not contain or violate any application license requirements and/or conditions as amended from time to time or such activities or behaviours become not conducive to ~~the~~ any applicable ~~the~~ laws or regulations of Hong Kong SAR, including but not limited to Hong Kong National Security Law and Safeguarding National Security Ordinance. 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 or for conduct of Trade Promotion Competitions, the Exhibitor must be appropriately licensed or permitted in advance. The Exhibitor must

at all times be compliant with any laws or regulations as well as any applicable license requirements and conditions governing the marketing, sale, importation, and possession of such products, and the conduct of any Trade Promotion Competitions. Without limiting the foregoing, any illegal gambling or unauthorised Trade Promotion Competitions, and the display of any 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. For the avoidance of doubt, the Exhibitor warrants that if any of the aforesaid materials 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 does not constitute an infringement of copyright or a breach of any exclusive licence agreement and that the importation and dealing with such goods do not amount to an infringement of copyright under the Copyright Ordinance, Chapter 528 of the Laws of Hong Kong. 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.** Any public auctions, illegal gambling or unauthorised Trade Promotion Competitions shall not be permitted or conducted 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 ("authorised 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 authorised 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 unauthorised copies of or otherwise reproduce any badge ("Unauthorised Badge"), or make available copies of, use or permit any third party to use any Unauthorised 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 unauthorised 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 unauthorised 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 publicize 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.** Subject to Clause 56 below, the arrangement and payment for transporting goods, products or exhibits to and from the Exhibition Venue, and the receiving, decorating and removing its goods, products or exhibits are entirely the responsibility of the Advertiser/Exhibitor

**55.** No trolleys shall be allowed in any carpeted areas of the Exhibition Venue.

**56.** All goods, products, exhibits, Stand materials/Publicity Material and the like of the Advertiser/Exhibitor shall be removed by the relevant Exhibitor according to the arrangements and within the time limits specified by the Organiser. Any goods, products, exhibits or Stand material/Publicity Materials and the like of the Advertiser/Exhibitor not collected by the Advertiser/Exhibitor by the time limits specified by the Organiser shall be abandoned and the Advertiser/Exhibitor shall be treated as absolutely and forever waive all rights and claims in respect of the goods, products, exhibits or Stand material/Publicity Materials and the like against the Organiser. The Organiser shall thereafter be entitled to deal with and/or dispose of the goods, products, exhibits or Stand material/Publicity Materials at the Organiser's absolute discretion without further notice to the Advertiser/Exhibitor. The Organiser's rights in Clause 56 shall survive the conclusion of the Exhibition or the termination of the agreement between the Organiser and the Advertiser/Exhibitor for any reason. All proceeds (if any) of such disposal shall be retained by the Organiser to cover the administrative fees and the Organiser shall not be obliged to account the proceeds to the relevant Advertiser/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 or any information or displays, pictures or captured photos or films/clips which may contravene or become not conducive to Hong Kong National Security Law, Safeguarding National Security Ordinance and related laws and regulations;
- (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 unauthorised 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 Advertiser/Exhibitor, its agents, representatives, contractors or employees or the products or other property of the Advertiser/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 Advertiser/Exhibitor of its indemnity and responsibilities. This clause shall survive the conclusion of the Exhibition or the termination of the agreement between the Organiser and the Advertiser/Exhibitor for any reason."

**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 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
- (e) 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
- (f) if the Exhibitor is found to be acting in a discriminatory manner against certain visitors at the Exhibitions; or
- (g) 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 but not limited to Hong Kong National Security Law, Safeguarding National Security Ordinance, product safety and respect for intellectual property rights (IPR), labour rights, environmental laws, trade description and trade practices laws etc; or
- (h) 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
- (i) if the Exhibitor is in breach of any applicable local laws, rules or regulations, including contrary to Hong Kong National Security Law and Safeguarding National Security Ordinance; or
- (j) 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) or (i) 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 (j) 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 <https://hkbookfair.hktdc.com/en/Exhibitor/Exhibitors-Manual.html>. Once the amended Conditions and the additional rules and regulations have been posted on our website at <https://hkbookfair.hktdc.com/en/Exhibitor/Exhibitors-Manual.html>, 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@hktcdc.org](mailto:exhibitions@hktcdc.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.hktcdc.com/hktradedefairs](http://www.hktcdc.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

### Exhibitors' and Advertisers' Brief on the Protection of Intellectual Property Rights at TDC Exhibitions

The Hong Kong Trade Development Council (referred to below as “**TDC**”, “**Organizer**”, “**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 (the “**Fairs**” or “**TDC exhibitions**”) for handling any complaint against any exhibitor (“**Exhibitor**”) and/or advertiser (“**Advertiser**”) that:

- (i) a product, item or material published, displayed, and/or placed by an Exhibitor at the Fairs, or
- (ii) any advertisement published, displayed and/or placed by us for and/or on behalf of an Exhibitor or Advertiser, including but not limited to in (a) our publications (in any media, medium, form and format, whether online and/or offline) (“**Publications**”), (b) our websites, applications, platforms and/or social media accounts (including but not limited to [www.hktdc.com](http://www.hktdc.com) and any and all other websites, applications, platforms and/or social media accounts that we may from time to time operate, manage or use) (“**Websites**”), (c) our showcases (including but not limited to (i) printed and/or digital materials, (ii) LED advertisements such as but not limited to lightboxes, TV walls, Exhibitor Location Systems, and lifts and escalator advertisements, (iii) banners and posters, and/or (iv) any other means or manner of advertising, whether online and/or offline, whether existing now or in the future) (“**Showcases**”), and/or for or relating to (d) any products, services or materials featured or promoted in any such Publications, Websites and/or Showcases (as the case may be) (where, for the ease of reference, each of the foregoing items in categories (a) to (d) above will be referred to herein as “**Advertisement**”);

allegedly infringes someone else's intellectual property rights in relation to or in connection with TDC exhibitions.

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 legal advisors (“**Legal Advisors**”), are designed to help establish whether there is a case to answer so that complaints may either be pursued or resolved promptly.

Our aim is as much to protect the rights of individual Exhibitors and Advertisers concerned to be promptly cleared of unfounded complaints as it is the responsibility of the Exhibitors and Advertisers to uphold their obligations 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 TDC 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 Organizer 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 Organizer and/or the latter's agents, representatives, contractors or employees of such third party's rights.”



The attention of all Advertisers is drawn to Clauses 2 and 3 of the terms and conditions enclosed in the HKTDC Advertising Order Contract, pursuant to which the Advertiser, amongst other things, warrants and undertakes that no third party intellectual property rights will be infringed as a result of the publication of any Advertisement, and it has obtained all necessary consents and licenses for the Advertisement. The Advertiser also undertakes and agrees to fully and unconditionally indemnify and hold TDC and its partners, agents, affiliates, directors, representatives, contractors, officers, employees and users harmless against any allegations, claims, damages, penalties, losses, costs, fees (including legal fees) or any expenses howsoever incurred as a result of or in connection with, amongst others, any breach or alleged breach of representation, warranty or undertaking given by the Advertiser, any infringement or alleged infringement of intellectual property rights, including but not limited to patents, registered designs, copyrights or trade mark infringement arising as a result of the publication of any Advertisement, and/or any third party claims whatsoever arising in or derived from or as a direct or indirect result of the publication of any Advertisement by the Advertiser, including without limitation in relation to its goods and/or services.

The Exhibitor and/or Advertiser each agree that it shall comply with the then effective version of the "Exhibitors' and Advertisers' Brief on the Protection of Intellectual Property Rights at TDC Exhibitions" ("**Exhibitors' and Advertisers' Brief**") that the Organizer may issue and update from time to time, including but not limited to abiding by any complaint procedures and penalties stated in the Exhibitors' and Advertisers' Brief, whether as a Complainant of infringement of intellectual property right or as a party subject to any such complaint. If the Exhibitor or Advertiser fails or refuses to abide by any of the terms and conditions of the Exhibitors' and Advertisers' Brief, the Organizer shall have the sole and absolute discretion to:

- (a) ban the Exhibitor and any of its representatives, parent, associate, affiliated and/or subsidiary companies from any or all future TDC exhibitions and/or to further ban any representatives of the Exhibitor in question from entering the venue of the current TDC exhibition in which the Exhibitor is participating; and/or
- (b) decline to publish, or suspend, alter/amend or remove any Advertisements and/or prohibit the Exhibitor or Advertiser concerned from placing, displaying or publishing Advertisements on any Publications, Websites and/or Showcases at or in connection with any TDC Exhibition.

If a complainant ("**Complainant**") files a complaint with the Organizer in accordance with the Exhibitors' and Advertisers' Brief and requests the Organizer to take action against an Exhibitor or Advertiser, the Complainant agrees to hold the Organizer, 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 in connection with, and/or however arising from, any action that the Organizer, 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 Exhibitor, Advertiser and Complainant each agree not to take any legal action or make any claim or demand against the Organizer, its agents, representative, contractors or employees (including but not limited to their Legal Advisors) in relation to or arising out of such complaint and any actual or alleged infringement of intellectual property rights.

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## **Procedures**

### **A. Item displayed or exhibited by an Exhibitor at a TDC exhibition**

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 TDC Fair Officials and the Legal Advisors engaged by TDC.
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' and Advertisers' Brief and the Legal Advisors on site will specify the kind of documents and other evidence necessary to support a complaint.
4. If the TDC and the Legal Advisors are satisfied, on the basis of the documents provided, that the Complainant's intellectual property rights are valid and have been infringed by the display of the Exhibitor's product or material in dispute at the Fair, a TDC Fair Official will visit the booth involved.
5. The TDC and the Legal Advisor will also visit the Website to check whether the product or any material in dispute is displayed on the said Website. If so, the TDC has the sole and absolute discretion to disable the link or otherwise take down / remove the disputed product or material from the Organizer's website in accordance with the TDC's *Terms & Conditions for Printed Advertisement & Online Promotion* without further notice.
6. As the organizer of the TDC exhibitions, TDC has the power to immediately take at least 3 photographs of the product or any material in dispute.
7. The Exhibitor will be asked to remove the product or material in dispute immediately from display and not to trade in it for the remainder of the Fair unless he/she can adduce evidence to show to the satisfaction of the TDC and the Legal Advisors that he/she has the right to deal in such product or material. He/she will also be required to sign an undertaking immediately to this effect. A copy of the signed undertaking and one copy of the photograph will be given to the Complainant and the Exhibitor. A further copy of the signed undertaking together with one copy of the photograph will be retained by the TDC for its records.
8. If the TDC is notified by the Customs and Excise Department that it is investigating possible violation of copyright and/or trademark by an Exhibitor at the Fair, the Exhibitor will be required to immediately remove the product or material which is under investigation for the remainder of the Fair.
9. If the Exhibitor fails or refuses to co-operate with TDC under paragraphs 6 and/or 7 and/or 8 above, TDC shall have the right and power, in its sole and absolute discretion, to ban the Exhibitor and any of its representatives, parent, associate, affiliated and/or subsidiary companies, from any or all future TDC exhibitions.
10. TDC staff will visit any booth in respect of which a complaint has been received and accepted by TDC and the Legal Advisors, in order to reconfirm that the disputed product or material is no longer on display and is not being traded. If the Exhibitor is found to have breached its undertaking not to display or deal with the product or material in dispute during the remaining period of the Fair, TDC shall have the right and power, at its sole and absolute discretion, to immediately terminate the right of participation in the Fair in question of the Exhibitor and any of its representatives, parent, associate, affiliated and/or subsidiary companies without any refund of the participation fee already paid, and to ban the Exhibitor and any of its representatives, parent, associate, affiliated and/or subsidiary companies from any or all future TDC exhibitions.

### **B. Materials featured in any Advertisement displayed and/or published at a TDC exhibition, the TDC's Publications, Websites and/or Showcase for, in relation to or in connection with the TDC exhibition**

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 TDC Fair Officials and the Legal Advisors engaged by TDC.
2. If you are also an Exhibitor and receive a complaint at your booth, you should refer the Complainant to the Fair Management Office.
3. Both the documents attached to the Exhibitors' and Advertisers' Brief and the Legal Advisors on site will specify the kind of documents and other evidence necessary to support a complaint.
4. If the TDC and the Legal Advisors are satisfied, on the basis of the documents provided, that the Complainant's intellectual property rights are valid and have been infringed by the Advertisement in dispute at the TDC exhibition, the Advertiser will be notified.
5. As organizer of the TDC exhibitions, TDC has the power to immediately take at least 3 photographs of the any material in dispute.
6. The Advertiser will have the opportunity to adduce evidence to show to the satisfaction of the TDC and the Legal Advisors that it has the right to place, display or publish the Advertisement complained of within 24 hours from the time of such notification. If the Advertiser fails to do so and/or if the TDC and the Legal Advisors are not satisfied that the Advertiser has the right to place, display or publish the Advertisement complained of, TDC shall have sole and absolute discretion to determine the appropriate course of action, including but not limited to the immediate removal, take-down, suspension and/or altering (e.g. by covering up the materials featured in the Advertisement which are alleged to be infringing in the complaint) of the Advertisement complained of.
7. The Advertiser 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 Advertiser. A further copy of the signed undertaking together with one copy of the photograph will be retained by the TDC for its records.
8. If the TDC is notified by the Customs and Excise Department that it is investigating possible violation of copyright and/or trademark by an Advertiser at the Fair, the TDC will be required to immediately remove the Advertisement and any other relevant material which is under investigation for the remainder of the Fair.
9. If the Advertiser fails or refuses to co-operate with TDC under paragraphs 6 and/or 7 above, TDC shall have the right and power, in its sole and absolute discretion, to prohibit the Advertiser and any of its representatives, parent, associate, affiliated and/or subsidiary companies from placing, displaying or publishing Advertisements on the TDC website and in any publications displayed or published at any or all future TDC exhibitions, and/or to further terminate the HKTDC Advertising Order Contract with no refund payable.
10. If the Advertiser is found to have breached its undertaking not to display, publish and/or otherwise deal in or with the advertising material(s) in dispute during the remaining period of the Fair, TDC shall have the right and power, at its sole and absolute discretion, to immediately terminate the right to advertise in the Fair in question of the Advertiser and any of its representatives, parent, associate, affiliated and/or subsidiary companies without any refund of the advertising fee already paid; to ban the Advertiser and any of its representatives, parent, associate, affiliated and/or subsidiary companies from advertising and/or participating in any or all future TDC exhibitions; and to further terminate the HKTDC Advertising Order Contract with no refund payable.

## **Penalties**

An Exhibitor and/or Advertiser and/or any of its representatives, parent, associate, affiliated and/or subsidiary companies may, in the sole and absolute discretion of the TDC, be banned from any or all future participation (including but not limited to the right to advertise) in TDC exhibitions if:

- a. after TDC has received and accepted a complaint against the Exhibitor or Advertiser, the Exhibitor or Advertiser fails or refuses to:
  - allow TDC to immediately take 3 photographs of the product, material or Advertisement in

dispute;

- sign an undertaking immediately in favour of TDC in a form provided by TDC:

- (i) indicating its decision whether to remove or continue to display the product or material in dispute; or
- (ii) in the case of an Advertisement, acknowledging TDC's right to remove the Advertisement in dispute, or adducing evidence to the TDC to show to the satisfaction of the TDC and the Legal Advisors that it has the right place, display or publish the Advertisement complained of;

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 TDC and allowed TDC 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 TDC not to display or deal with any such item for the rest of the Fair period and/or the Advertiser signs the undertaking to acknowledge the TDC's right to remove the Advertisement in dispute, but is subsequently found to be in breach of such an undertaking; in which case the TDC shall, in addition, be entitled to immediately terminate the Exhibitor's and/or Advertiser's right of participation and/or advertisement for the rest of the Fair period without refund of any participation and/or advertisement fee already paid by the Exhibitor and/or Advertiser;

OR

d. there are two or more court rulings from a Court in Hong Kong against the Exhibitor and/or Advertiser confirming its infringement of intellectual property rights of any Complainant(s) during two consecutive fair periods, notwithstanding that the Exhibitor and/or Advertiser has cooperated with TDC during the Fairs, amongst others, 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 TDC and 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. within any one year period there are two or more valid complaints filed against the same Advertiser and which have been accepted by the TDC and the Legal Advisors;

OR

g. the Exhibitor and/or Advertiser is accused or convicted of any criminal offence relating to infringement of intellectual property rights or violation of intellectual property-related laws and regulations.

### **Penalties for intellectual property-related criminal offences**

#### *Copyright Ordinance (Chapter 528 the Laws of Hong Kong)*

It is a criminal offence to make or deal in articles that infringe copyright. The Copyright Ordinance sets out in detail the different activities that constitute criminal offences. A person who commits such a criminal offence is liable to a fine of HK\$50,000 in respect of each infringing copy and to 4 years' imprisonment or a fine of HK\$500,000 and 8 years' imprisonment depending on the type of infringing activity carried out.

#### *Trade Descriptions Ordinance (Chapter 362 the Laws of Hong Kong)*

Under the Trade Descriptions Ordinance, any person who:-

- (i) applies a false trade description to any goods, or any service supplied or offered to be supplied to a consumer;
- (ii) supplies or offers to supply any goods, or any services to consumers, to which a false trade description is applied; or
- (iii) has in his possession for sale, or for any purpose of trade or manufacture, any goods to which a false trade description is applied

commits a criminal offence.

Further, any person who forges any registered trade mark or falsely applies to any goods any trade mark so nearly resembling a registered trade mark as to be calculated to deceive also commits a criminal offence.

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

Any person who commits such an offence under the Trade Descriptions Ordinance may be liable -

- a. on conviction on indictment, to a fine of \$500,000 and to imprisonment for 5 years; and
- b. on summary conviction, to a fine of \$100,000 and to imprisonment for 2 years.

## Documents Required as Evidence of Subsistence and Ownership 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) dated within one (1) year of the date of the complaint - 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)]

OR

**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 copyright 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;
5. **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
6. **original** evidence of the date of (i) the first sale of the product/article to which the copyright work relates (e.g. invoices, shipping documents, etc) or (ii) the first publication of the copyright work, and such evidence must clearly identify the product/article in question

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

### B. Trade Mark

1. Original or certified copy of a valid Certificate of Registration of Trade Mark in **Hong Kong** including any renewal certificates or proof of renewal (**NOTE:** foreign registrations will **not** be accepted); and
2. An up-to-date printout of the Trade Mark Records as available on the Hong Kong Intellectual Property Department's Online Search System, showing the registration details of the trade mark and printed within one (1) week of the date of the complaint.

### 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); and
2. An up-to-date printout of the Register of Designs as available on the Hong Kong Intellectual Property Department's Online Search System, showing the registration

details of the registered design and printed within one (1) week of the date of the complaint.

#### **D. Patent**

1. Original or certified copy of a valid Certificate of Grant of Patent in **Hong Kong** including any renewal certificates or proof of renewal (**NOTE**: foreign registrations will **not** be accepted);
2. If the patent relied on is a short-term patent, either one of the following in respect of the patent:
  - a) Original or certified copy of a Certificate of Substantive Examination in Hong Kong;
  - b) Original or certified copy of a request for substantive examination filed with the Hong Kong Registrar of Patents, together with a written confirmation that the request has not yet been determined, rejected or terminated; or
  - c) Original or certified copy of a certificate granted by the Hong Kong court certifying that the claims of the patent sought to be relied on by the Complainant is valid.
3. A written opinion from the following individual(s) stating that the Hong Kong patent is valid and infringed by the display of the Exhibitor's product or material in dispute during the Fair with clear and specific reference to the alleged infringing product in question:
  - a) A certified or registered patent agent or attorney so certified or registered in a jurisdiction outside Hong Kong and providing patent agency services in Hong Kong; and/or
  - b) Hong Kong qualified lawyer experienced in the patents field.

And any other evidence that the TDC and the Legal Advisors may require depending on the specific facts of the case.

#### **Documents Required as Evidence of the Advertiser's Right to Place, Display or Publish the Advertisement Complained of**

1. Documents required as evidence of subsistence and Advertiser's ownership of the relevant intellectual property rights (see the requirements for each type of intellectual property rights in A, B, C and/or D above (as applicable)); or
2. Original or certified copy of valid agreement(s) or license(s) from the intellectual property rights owner authorizing or granting the Advertiser the right to use, publish, display and/or otherwise deal in or with the relevant works, marks, designs, and/or patents featured in the Advertisement(s) complained of.

And any other evidence that the TDC and the Legal Advisors may require depending on the specific facts of the case.

\* The TDC reserves the right to amend any contents in the Exhibitor's and Advertisers' Brief (including without limitation the documents required for filing a complaint) at any time without prior notice.

In the event of any differences between the English and Chinese versions of this document, the English version shall prevail.

### **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. Guidelines for the Fair Exhibits**

Acceptable exhibits should be books, multimedia products relating to literary works and audio-visual publishing (such as educational software, electronic dictionary, audio-visual learning aids, digital publishing, electronic books, music/film recordings, etc) and stationery. At least 60% of the display area of each booth must be occupied by exhibits relating to the relevant product section where the booth is located.

Exhibitors can only display/sell books, periodicals or magazines at the General Books Pavilion and English Avenue. All non-books items such as multimedia products (e.g. music/film recordings), arts & craft, stationery, non-printed learning aids, etc. should be separately located in the relevant product sections. All publications sold / displayed at English Avenue must be in english.

The following products are prohibited from being at the Fair:

- offensive and dangerous articles
- obscene and indecent articles (as defined under the Obscene & Indecent Articles Ordinance, Cap.390 of the laws of Hong Kong) (refer to paragraph 1) above)
- articles which are labeled or described as prohibitive for supply or publication to persons under 18 years old
- products that are in the Organiser's view irrelevant to the exhibit profile of the Fair (including but not limited to clothing & accessories, household appliances, cosmetics, umbrellas, toys, electronic games, consumer electronic products other than e-book readers or electronic translators, audio equipment, food and beverages)
- products that are in the Organiser's view incompatible with the image of the Fair



If any exhibitor would like to distribute/sell some souvenirs and gift items in promoting the main exhibits, such products should not exceed 10% of the booth area. The list of souvenirs and gift items should be submitted to the Organiser at least one month prior to the opening of the Fair for approval and may only be exhibited after approval thereof.

During the exhibition period of the Fair, if any exhibit does not meet with the above requirements, the Organiser reserves the right to stop the exhibitor from displaying/showing/selling and/or distributing the relevant products at the Fair. The Organiser also reserves the right to terminate the exhibitor's participation immediately without any compensation.

### **3.5. Exhibitor Badges, Contractor Badges and e-Vehicle Passes**

All exhibitors, their staff and contractors must wear their respective exhibitor badges or contractors badges at all times during move-in, move-out and exhibition period of the Fair. Exhibitor badge holders must have attained the age of 15 and contractor badge holders must have attained the age of 18. For general safety, exhibitors and contractors should pass the badges to their working staff only, and such badges are not allowed to be transferred or given to any other person. If the Organiser finds that any person has been using the badges inappropriately at the Venue, the Organiser shall immediately confiscate such badges, and refuse entry to such person. Exhibitor badges and contractor badges are the property of the Organiser and may not be copied by any person. If copies are found, the matter will be handed over to the police. Badge-wearers must comply with and accept the security checks procedures facilitated by the Organiser and enter the fairground through specific entrance gate. If the Organiser has doubts regarding the identity of a badge-wearer, the Organiser has the right to require such badge-wearer to produce identification documentation. If the badge-wearer cannot provide the relevant proof of identification, the Organiser has the right to refuse entry to such person. If an exhibitor fails to comply with the above rules, the Organiser reserves the right to penalize such exhibitor, including but not limited to by delaying such exhibitor's turn in selecting a stand for the Fair to be held in the following year, or to cancel its entitlement to exhibit in future at the Fair.

Each exhibitor will be entitled to receive eight official badges for every 9 sq.m. of space taken at the Fair. 6 sq.m booth and Kiosk will be entitled to receive six and four exhibitor badges respectively. No photos are required to stick on the badge, but a barcode will be printed on each badge. Exhibitors are required to enter the fairground using specified entrances and the barcode must be scanned for record. Additional badges have to be applied at the cost of \$50 each by returning the Form 9 to the Organiser before 7 June 2024. Maximum five additional badges can be ordered to every 9 sq.m. rent space. For exhibitor taking up 6sqm booth or kiosk, a maximum of four additional badges can be ordered. Only valid badge holders would be allowed to enter the fair ground.

### 3.6. Special Move-in and Move-Out Arrangement

Traffic arrangements will be implemented to minimize pressure to traffic caused on the move-in day (16 July) and move-out day (23 July) of the HKTDC Hong Kong Book Fair . These measures would be beneficial to both our valued exhibitors as well as the general public. Exhibitors are recommended to pay attention to the details of the new arrangement as below:

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

e-Vehicle permits will be issued to each exhibitor for entering the **loading/ unloading area** of the Hong Kong Convention and Exhibition Centre on the move-in day (16 July 2024). The permit is **only valid for use at the specified dates and times** indicated on the permit.

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

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

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

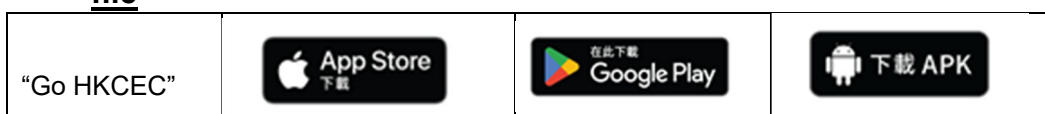
- . HKCEC Marshalling App "Go HKCEC" <New>



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

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

- a. Downlaod "Go HKCEC" App from the App Store, Google Play, or via APK file





Move-in /out Arrangement <IMPORTANT>

1. **Move-in Day**      **16 July 2024: Offsite Mode : TY**

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

**Types of Entry Mode**

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

**Offsite Mode (TY)**

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



Download "Go HKCEC" mobile app for entry QR code  
e-Vehicle Permit Sample (For Ref only)

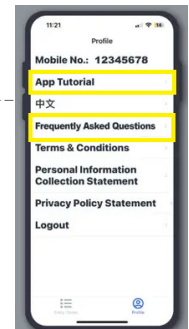
• **“Go HKCEC” User Guide Video**

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



• **Browse App tutorial and other useful information on the App**

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



**“Go HKCEC” Hotline: 2582 8888**

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

The HKCEC will impose charges on vehicles with extended stay on **16 July 2024**. The charges are as follows:

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

ii) **Private Car / Taxi**

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

be effective in alleviating the traffic congestion. Please contact the Organiser for any further enquiries. Thank you for your understanding and cooperation. Special Move-Out Arrangement

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

## Move-Out Arrangement

Exhibitors may use their own vehicles or other forwarder's service. A move-out permit with entrance time of "After 5:00 p.m."(23 Jul 2024) would be issued to each request accordingly in **early August** with the following details: -

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

e-Vehicle permits will be issued to each exhibitor for entering the **loading/ unloading area** of the Hong Kong Convention and Exhibition Centre on the move-out day (23 Jul 2024). The permit is **only valid for use at the specified dates and times** indicated on the permit.

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

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

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





#### b. HKCEC Marshalling App "Go HKCEC" <New>



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

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

#### c. Download "Go HKCEC" App from the App Store, Google Play, or via APK file

"Go HKCEC"			
			

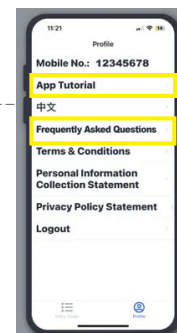
- “Go HKCEC” User Guide Video

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



- Browse App tutorial and other useful information on the App

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



“Go HKCEC” Hotline: 2582 8888

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

The HKCEC will impose charges on vehicles with extended stay on 23 Jul 2024. The charges are as follows:

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

## ii) Private Car / Taxi

Private cars and taxis will be allowed to enter into the HKCEC at the discretion of the traffic control attendants during the move-in and move-out periods. No waiting or parking at the HKCEC is allowed. Private cars and taxis entering HKCEC will NOT be required to present any Vehicle Permit nor report to the vehicle marshalling area. However, drivers can only unload their goods at the Expo Drive / Harbour Road Entrance of the HKCEC. The above measure has been implemented in a number of exhibitions, and was proven to be effective in alleviating the traffic congestion. Please contact the Organiser for any further enquiries. Thank you for your understanding and cooperation. Special Move-Out Arrangement

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

## 3.7. Exhibits

Under no circumstances will the Organiser be responsible for receiving or storing of any exhibit or stand material. Exhibitors are advised to appoint their staff to look after their own exhibits.

**Exhibitors must not remove any of their exhibits on display from the booths until the Fair is officially closed at 5pm on 23 July 2024.**

## 3.8. 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. **23 July 2024.**

### 3.9. 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.

### 3.10. Performance of Music at the Show

Any musical performance, including the use of music recording for demonstration or as background music, requires the permission of:

- (a) The Composers and Authors Society of Hong Kong Ltd  
18/F., Universal Trade Centre, 3 Arbuthnot Road, Central, Hong Kong  
Tel: (852) 2846 3268 Fax: (852) 2846 3261  
Website: <http://www.cash.org.hk>
- (b) Phonographic Performance (South East Asia) Ltd. (For recorded music only)  
Unit A, 18/F, Tower A, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Hong Kong  
Tel: (852) 2861 4318 Fax: (852) 2866 6869  
Website: <http://www.ppseal.com/tc/home.html>
- (c) Hong Kong Recording Industry Alliance Limited (For recorded music only)  
Units 907-909, 9/F., FTLife Tower, 18 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong  
Tel: (852) 2520 7000 Fax: (852) 2882 6897  
Website: <http://www.hkria.com/en/index.aspx>
- (d) Such other relevant bodies which are entitled to grant the relevant permission from time to time.

Exhibitors who will use music at the fair are required to apply permits from the relevant organisations directly by completing the **Forms 11 & 12** in “**Additional Facilities and Services Order Form Booklet**” and return them before the Fair.

### 3.11. Sound Level / Loud Hailers

#### 1) Music Broadcast

All children songs, educational and religious music are allowed for demonstration with sound but the sound level should not exceed 80dB(A) within the boundaries of your display sound level. Other than that of the mentioned above (i.e. light music, hit/pop/Chinese opera songs) **will only be allowed by using the headphone for music demonstration.**

#### 2) Spot Sales of movies VCDs/ DVDs/ LDs /Video Tapes

Movies VCDs/ DVDs/ LDs / Video Tapes(only including the 「 Class I Articles 」 and 「 Class II a/b Articles 」 ) are allowed for spot sale at exhibition hall 2 during the exhibition period. However, **demonstration for these items are prohibited unless the sound track is output or demonstrated through headphones.**

#### 3) Sound Level Control for TV Walls / TV Sets

TV Walls / TV Sets for playing the company promotion tapes are allowed, but HKHKTDC will take steps to ensure that the **demonstration sound level of TV Walls/TV Sets should not exceed 80 dB(A) within the boundaries of your display sound level.** The Organiser reserves the right to intervene if the sound level causes undue disturbances to other exhibitors and visitors.

If in any event the exhibitor is found violating the above rules, after the advice by the Organiser but found no improvement, the electricity supply of the power sockets of its booth will be suspended. If severe deviations to the rules are found, the council will take immediate action to cancel its participation and all fees already made to the council will be forfeited.

Exhibitors are strictly prohibited from using loud-hailers or shouting to publicize their products in the fair venue.

### 3.12. Distribution of Promotional Materials

Promotional materials such as product catalogues and brochures can only be distributed by the exhibitors within their own booths. No exhibitors are permitted to distribute any publicity materials, souvenirs and the like in public areas of the exhibition venue.

### 3.13. Use of Booths

All booths must be properly manned, displayed and furnished with exhibits at all times during the Fair.

### 3.14. Admission

The Organiser reserves the right to refuse admission to the Fair of any visitors, exhibitors or their agents who are at the absolute discretion of the Organiser regarded as unfit, intoxicated or in anyway likely to create disturbance or discomfort to the Fair, other exhibitors or visitors.

### 3.15. Insurance

The Organiser undertakes no financial or legal responsibility for any type of risk concerning or affecting the exhibitors/visitors, their personal belongings and exhibits. Exhibitors are therefore responsible for taking out all necessary insurance to cover their exhibits, the stand fittings and fixtures, the venue and other third parties. **The Exhibitors are also required to comply with Section 40 of the Employees' Compensation Ordinance, Cap.282 ("ECO") to cover their liabilities both under the ECO and at common law for injuries at work in respect of all their employees, irrespective of the length of employment contract or working hours, full time or part time, permanent or temporary employment.**

For exhibitors with precious exhibits, they are requested to take out **insurance coverage and/or**



**special security service at the exhibitors' expense for overnight storage.** Exhibitors requiring special assistance or advice should contact the Fair Management Office.

### **3.16. Loss and Theft**

All property and goods, including without limitation all Publicity Material brought by Exhibitors into any part of the Exhibition Venue including, without limitation, Stands, Space and Raw Space are brought at the Exhibitor's risk. The Organiser does not guarantee the safety and security of such property or goods and shall not in any way be liable or responsible for any theft, loss or damage thereof. For the avoidance of doubt, the showcases, cabinets and other storage facilities as provided by the Organiser in any part of the Exhibition Venue including, without limitation, Stands, Space and Raw Space are for exhibition purposes only. The Exhibitors are solely responsible for the safety and security of all their property or goods stored in such showcases, cabinets and storage facilities at all times.

### **3.17. Bills and Posters**

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

### **3.18. Code of Conduct for participation in HKTDC Trade Fairs**

Hong Kong prides itself as the trade fair capital of Asia-Pacific. We offer both top quality exhibition infrastructure and proven expertise in staging trade event of all kinds. In order to maintain our leading position in organising trade exhibitions and to build up a better image for these events, all exhibitors at HKTDC fairs are requested to abide by the following code of conduct.

#### **Display Area**

Exhibitors should confine their display within the prescribed booth area, so as not to jeopardize fire safety.

Packing boxes should be kept in the appropriate storage area.

#### **Manning the Stand**

- 1) Exhibitors should keep their stands in an orderly manner.
- 2) Packing boxes should be kept in the appropriate storage area.
- 3) Exhibits should be displayed in a professional manner compatible with the image of the fair.
- 4) Stands must be manned by authorised and competent knowledgeable staff at all times during the exhibition period. Exhibitors should not vacate their stands before the official move-out time on the last exhibition day unless special permission has been given by the Organiser.

#### **General Behaviour**

- 1) Exhibitors should always behave in a courteous and business-like manner throughout the exhibition. They must pay due respect to visitors and other exhibitors.
- 2) Exhibitors should welcome all visitors to their stands. Under no circumstance should they act in a discriminatory way or prevent certain visitors from approaching their stands.
- 3) Exhibitor badges are not transferable and should be worn or put on conspicuously at all times for security reasons.

#### **Right to Privacy**

Exhibitors are expected to respect the right of all other exhibitors. They are prohibited from entering other exhibitors' booths unless they are being invited.

#### **Food 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.

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

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

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

**Hong Kong National Security Law and Safeguarding National Security Ordinance**

All Exhibitors and all displayed items or information or any activities to be conducted shall not contravene or such acts become not conducive to any laws and regulations relation to Hong Kong National Security Law and Safeguarding National Security Ordinance.

### 3.19. Special Arrangements in Times of Adverse Weather

All visitors 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”), Black Rainstorm Warning Signal or “Extreme Conditions<sup>^</sup>” during the HKTDC Hong Kong Book Fair, Hong Kong Sports & Leisure Expo and World of Snacks 2024.

#### A. SPECIAL ARRANGEMENTS FOR TROPICAL CYCLONE WARNING SIGNAL

##### I. During Move-in, Move-out

1. If a Pre-No. 8 Special Announcement or Tropical Cyclone Warning Signal No. 8 (or above) is issued during the move-in and/or move-out period, the move-in and move-out procedure will continue if situation allows.

##### II. Prior to Opening Hours

1. From **17 July to 22 July**, if a Pre-No. 8 Special Announcement is **issued or in force at 8:30am**, the fair will remain **closed**. In the rare situation when a Tropical Cyclone Warning Signal No. 8 (or above) is issued before 8:30am without a Pre-No. 8 (or above) Special Announcement, the same arrangement will apply.
2. On **23 July**, if a Pre-No. 8 Special Announcement is **issued or in force at 7:30am**, the fair will remain **closed**. 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 same arrangement will apply.
3. From **17 July to 22 July**, if a Tropical Cyclone Warning Signal No. 8 is **cancelled at or before 4:30pm**, the fair will re-open to the public **two hours after** the Tropical Cyclone Warning Signal No. 8 is cancelled. Exhibitors will be allowed to enter the fairground for preparation 30 minutes after the Tropical Cyclone Warning Signal No. 8 is cancelled if situation allows. Exhibitors are reminded to return to their booths before the fair re-opens to the public. The fair, however, will remain **closed** if the Tropical Cyclone Warning Signal No. 8 is **cancelled after 4:30pm**.
4. On **23 July**, if a Tropical Cyclone Warning Signal No. 8 is **cancelled at or before 1:30pm**, the fair will re-open to the public **two hours after** the Tropical Cyclone Warning Signal No. 8 is cancelled. Exhibitors will be allowed to enter the fairground for preparation 30 minutes after the Tropical Cyclone Warning Signal No. 8 is cancelled if situation allows. Exhibitors are reminded to return to their booths before the fair re-opens to the public. The fair, however, will remain **closed** if the Tropical Cyclone Warning Signal No. 8 is **cancelled after 1:30pm**.

##### III. During Opening Hours

1. Once the Hong Kong Observatory issues a Pre-No. 8 Special Announcement, giving advance notice to the public that a Tropical Cyclone Warning Signal No. 8 will be issued during the fair’s opening hours, the fair will close in two hours. The Organiser will make an announcement, urging the public not to go to the exhibition centre. No further admissions will be allowed 30 minutes after the pre-announcement is made. Exhibitors and visitors will be requested to leave the exhibition venue as soon as possible.
2. In the rare situation when a Tropical Cyclone Warning Signal No. 8 (or above) is issued without a Pre-No. 8 (or above) Special Announcement, the fair will close immediately. The Organiser will make an announcement, urging the public not to go to the exhibition centre. No further admissions will be allowed. Exhibitors and visitors will be requested to leave the exhibition venue immediately.

#### B. SPECIAL ARRANGEMENTS FOR BLACK RAINSTORM WARNING SIGNAL & EXTREME CONDITIONS

##### I. During Move-in, Move-out

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

##### II. Prior to Opening Hours

1. From **17 July to 22 July**, if a Black Rainstorm Warning Signal or “Extreme Conditions” is **issued or in force at 8:30am**, the fair will remain **closed**.
2. On **23 July**, if a Black Rainstorm Warning Signal or “Extreme Conditions” is **issued or in force at 7:30am**, the fair will remain **closed**.
3. From **17 July to 22 July**, if a Black Rainstorm Warning Signal or “Extreme Conditions” is **cancelled at or before 4:30pm**, the fair will re-open to the public **two hours after** the Black Rainstorm Warning Signal or “Extreme Conditions” is cancelled. Exhibitors will be allowed to enter the fairground for preparation 30 minutes after the Black Rainstorm Warning Signal or “Extreme Conditions” is cancelled if situation allows. Exhibitors are reminded to return to their booths before the fair re-opens to the public. The fair, however, will remain **closed** if the Black Rainstorm Warning Signal or “Extreme Conditions” is **cancelled after 4:30pm**.
4. On **23 July**, if a Black Rainstorm Warning Signal or “Extreme Conditions” is **cancelled at or before 1:30pm**, the fair will re-open to the public **two hours after** the Black Rainstorm Warning Signal or “Extreme Conditions” is cancelled. Exhibitors will be allowed to enter the fairground for preparation 30 minutes after the Black Rainstorm Warning Signal or “Extreme Conditions” is cancelled if situation allows. Exhibitors are reminded to return to their booths before the fair re-opens to the public. The fair, however, will remain **closed** if the Black Rainstorm Warning Signal or “Extreme Conditions” is **cancelled after 1:30pm**.

### III. During Opening Hours

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

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

### C. INSURANCE

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 “Rules & Regulations”.

### D. OTHER ISSUES

1. Admission tickets (including VIP tickets and complimentary tickets) that cannot be used because of the temporary closure of the fair may be used during the remaining fair days. Alternatively, ticket holders can request a refund upon presentation of unused valid tickets. Refund arrangements will be announced and handled after the fair. VIP tickets and complimentary tickets are not eligible for refunds.
2. The Organiser will make an announcement on the above special arrangements through the fair website and the mass media, including radio and television stations. Exhibitors may call the HKTDC customer service hotline, at (852) 1830 668, should they have any questions concerning the above arrangements.
3. Implementation of the above special arrangements may be adjusted at the time, depending on the actual conditions or upon request by the police officer in charge or security unit of the Hong Kong Convention and Exhibition Centre. The Organiser will announce the changes, if any, as soon as possible.

### 3.20. Special Note on National Flag and National Emblem Ordinance and Regional Flag and Regional Emblem Ordinance

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

Your attention is particularly drawn to the following provisions of NFNEO and RFREO:

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

1. A national flag, national emblem, regional flag or regional emblem which is damaged, defiled, faded or substandard must not be displayed or used.
2. A national flag, national emblem, regional flag or regional emblem must not be displayed upside down, and must not be displayed or used in any way that undermines the dignity of the national flag, the national emblem, regional flag or regional emblem.
3. A national flag, national emblem, regional flag or regional emblem must not be discarded at will.
4. A national flag, national emblem, regional flag or regional emblem that is damaged, defiled, faded or substandard must be recovered or disposed of in the manner stipulated by the Chief Executive.
5. After an event in which national flags, national emblems, regional flags or regional emblems are used, the organizer must, in the manner stipulated by the Chief Executive, recover or dispose of the national flags, national emblems, regional flags or regional emblems used on the site of the event.

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

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

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

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

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

NFNEO section 6	RFREO section 6
1. The national flag or its design must not be displayed or used in -- <ol style="list-style-type: none"> <li>a. trademarks, registered designs or commercial advertisements;</li> <li>b. private funeral activities; or</li> </ol>	1. The regional flag, the regional emblem or their designs must not be displayed or used in -- <ol style="list-style-type: none"> <li>a. trademarks, registered designs or commercial advertisements; or</li> </ol>

<p>c. other occasions on which or places at which the display or use of the national flag or its design is restricted or prohibited under a stipulation made by the Chief Executive.</p> <p>2. The national emblem or its design must not be displayed or used in –</p> <p>a. trademarks, registered designs or commercial advertisements;</p> <p>b. products in everyday life and furnishings or ornaments in everyday life;</p> <p>c. private activities of celebration or condolence; or</p> <p>d. other occasions on which or places at which the display or use of the national emblem or its design is restricted or prohibited under a stipulation made by the Chief Executive.</p>	<p>b. other occasions on which or places at which the display or use of the regional flag or regional emblem or their designs is restricted or prohibited under a stipulation made by the Chief Executive.</p> <p>1A. Except with the prior approval of the Chief Executive, the regional flag, the regional emblem or their designs must not be displayed or used in funeral activities.</p>
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### 3.21. Waste Avoidance and Minimization

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

#### Waste Avoidance and Minimization

a. Setting up of exhibition booth

- Use re-erectable booth to reduce the amount of waste generated
- Avoid using energy-intensive appliances
- Use energy-saving lightings

b. Selection of decoration material

Use environmentally-friendly materials (e.g. recycled materials).

c. Production of publicity materials

- Print publicity materials on recycled paper or recyclable paper with environmentally-friendly ink.
- Minimize the number of publicity materials printed.
- Avoid plastic covers for printed matters.
- Utilise publicity via e-channels such as e-brochures and e-leaflets and provide QR code to download.
- Choose green promotional giveaways while minimizing their packaging materials.

d. Distribution of bags

When distribution of bags is necessary, use re-usable bags or bio-degradable bags instead of plastic bags.

Effective from 31 Dec, 2022, the Plastic Shopping Bag (PSB) Charging has been implemented in Hong Kong. Under the Enhanced Plastic Shopping Bag (PSB) Charging Scheme, the seller of goods by retail shall charge the customer an amount not less than \$1 (HKD) for each PSB, or each pre-packaged pack of 10 or more PSBs, provided by the seller directly or indirectly to the customer at the time of the sale, for promoting the goods, or otherwise in connection with the sale. For more information about the PSB charging, please visit : [https://www.epd.gov.hk/epd/psb\\_charging\\_mobile/en/psb\\_charging/index.html](https://www.epd.gov.hk/epd/psb_charging_mobile/en/psb_charging/index.html)

### Waste Reuse and Recycling

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

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

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

[https://www.wastereduction.gov.hk/sites/default/files/green\\_event/GreenEvent\\_Guidebook\\_Eng.pdf](https://www.wastereduction.gov.hk/sites/default/files/green_event/GreenEvent_Guidebook_Eng.pdf)



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

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

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

- Fair Guide (owned by Construct Data)
- Expo Guide (owned by Commercial Online Manuals S de RL de CV ("Commercial Online Manuals"))
- Event Fair - The Exhibitors Index, and
- FAIR-Guide ([www.fairguide.me](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 organization which represents the interests of the exhibition industry worldwide has been warning the exhibition industry to be vigilant against Fair Guide, Expo Guide, Construct Data, Commercial Online Manuals and other similar guides and organizations such as Event Fair, AVRON and International Fairs Directory. UFI has also reported that debt collection agencies work in partnership with these guides to intimidate exhibitors for payment. The practice of Construct Data has been considered as unconscionable and misleading by the Austrian Protective Association. Recent information suggests that Construct Data has shifted its operation from Austria to Mexico and/or Slovakia.

It should be noted that the contents and wording of Fair Guide's and Expo Guide's letter and order form are virtually identical. It is possible that Construct Data and Commercial Online Manuals, Event Fair, AVRON and International Fairs Directory are related companies or are in some way connected. You should therefore exercise due diligence and care when being approached for such invitations so as to avoid possible unwarranted and/or unnecessary financial commitments. In order to protect your own interests, you are urged to read the contracts (including the small print) and attachments carefully, as well as seeking legal advice, before signing any such documents.

The Organiser does not recommend that you sign any materials that you receive from Construct Data, Commercial Online Manuals, Event Fair and/or AVRON, and/or International Fairs Directory. If you have mistakenly entered into contract with Construct Data, Commercial Online Manuals, Event Fair and/or AVRON, and/or International Fairs Directory, you should notify Construct Data, Commercial Online Manuals, Event Fair, AVRON, and/or International Fairs Directory, in writing and inform them that you dispute the validity of the contract on the basis of mistake and/or misrepresentation. You should take legal advice as to how to respond to any demands for payment that you might receive.

For more information about UFI's action against Fair Guide, Expo Guide, Construct Data, Event Fair, AVRON and International Fairs Directory, please visit <http://www.ufi.org/industry-resources/warning-construct-data/>

### 3.23. Smoke-Free Policy

Health and Comfort Come First  
at Smoke-Free HKCEC

From 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.

### 3.24. Important Points to Note

#### 3.24.1. 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 whom shall be guilty of an offence. Should any exhibitor representative fail to comply with the above regulation, the Organiser has the sole discretion to terminate the exhibitor's participation in the HKTDC Book Fair with immediate effect and/or to ban the company from participating in any or all future HKTDC exhibitions.

During the Hong Kong Book Fair (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 retail activities during at the exhibition have to apply for the appropriate visa. For any question, please contact the Immigration Department. [Tel: (852) 2294-2299 or 2294-2095, Fax: (852) 2136-6334, Website: <https://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.

#### 3.24.2. Security Precautions

The Organiser is responsible for the general security of the entire venue and will take all necessary measures to safeguard the property of the exhibitors. However, it is not possible to solely rely on the Organiser's efforts to prevent crime. To prevent loss of items stored or displayed **within the confines of an exhibitor's booth**, exhibitors are required to observe and follow the following guidelines strictly:

#### 3.24.3. Manning of Booth

Please ensure that the exhibitor's stand is manned **at all times** by the staff. Never leave property unattended, even for a few seconds. Shoplifters come in many guises and exhibitors have to be alert at all times. They work in many ways but most of the time rely 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.

#### **3.24.4. 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 comes from.

#### **3.24.5. 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 acknowledge receipt for any goods, exhibits or other materials on behalf of any exhibitors.

#### **3.24.6. Storing of Exhibits**

The Organiser shall in accordance with factors such as the conditions of the Fair, the area available, and the demand for such service, decide whether to offer this additional storage service. The Organiser plans to utilise a reservation system and to make an estimate in accordance with the booth area, distribution of booths within the hall, and the storage available, to then facilitate the temporary storage space in terms of number and location of storage compartments, and service hours. All exhibitors that wish to utilise this storage service must apply to the Organiser before the deadline, to be announced, and pay the deposit in accordance with the size of the exhibitor's booth, being HK\$1,000 per 9 square metre. The application will not be accepted if the requested deposit is not paid. If the exhibitor does not utilise the reserved storage space or contravenes any relevant storage rules and regulations, the deposit will not be returned. If there have been no contravention of rules, the deposit will be returned after the exhibition period of the Fair. Details of the application guidelines have been included in Form 19A in "Additional Facilities and Services Order Form". If your exhibitor would like to use the limited storage service, please return the form on or before the deadline. The Organiser reserves the right to amend and/or add to the terms and conditions in relation to the temporary storage service, or to terminate such additional service without any compensation. If your company would like to utilize the temporary storage, please apply the temporary storage working permit for designated staff by filling in the Form 13B in "Additional Facilities and Services Order Form" and provide 2 recent photos of each designated staff on or before the deadline.

A temporary storage will be constructed for storing promotional leaflets and showcases. No valuables should be stored there. The Organiser is not liable for any loss or damage of the stored goods. Due to the limited amount of space, once the storage is full, exhibitors should make direct arrangements with the freight forwarder of your choice. If you have a purpose-built storeroom or a safe within your stand, please make sure that it is kept locked at all times and the key is in the custody of a trustworthy employee. Likewise, to make sure there is no opportunity for theft, the showcases and the display counters within your booth should be locked immediately after you take out exhibits for showing to customers. Slack security is a big temptation to thieves. To protect your duty staff's personal possessions, please advise them to lock up their handbags and wallets in cabinets and personal handbags etc. Should never be allowed unattended on the floor or on the desk.

#### **3.24.7. Replenishment of Exhibits**

Exhibitors could transfer their exhibits from the temporary storage to their booth(s) 90 minutes before the fair opens during 17-22 July 2024 and 60 minutes before the fair starts on 23 July 2024. Exhibitors could also replenish their exhibits by vehicles daily to the temporary storage area. Starting from 30 minutes before the opening of the fair until the fair officially close every day, exhibitors are required to utilise trolley with two or more staff members to cover the front and back of the trolley when replenishing goods to their booth(s). Exhibitors have to take all precautions to avoid causing danger to the visitors when replenishing stocks The Organiser reserves the right to require exhibitors to follow additional safety measures or even prohibits exhibitors from using trolley to replenish stock if the fairground is too crowded.

### **3.24.8. Demonstration of Exhibits**

Exhibitors wishing to carry out demonstrations of any kind must ensure that their practices will in no way constitute fire or safety hazards or interfere with the activities of visitors or other exhibitors. If any demonstration or other activity to be conducted is likely to attract a gathering of a material number of people (for example, a gathering of 20 people at once per 12 square meter of floor area), the exhibitor must (i) provide the Organiser with details of such demonstration and/or activity to be undertaken in writing at least one month prior to the commencement of the Fair; (ii) obtain the Organiser's written approval before undertaking any such demonstration or activity; and (iii) comply with any conditions imposed by the Organiser. The Organiser has the sole and absolute discretion to determine whether the number of people gathered (regardless of the actual number) is material on a case-by-case basis. Any such demonstration or activity undertaken without the Organiser's approval or in any way in contravention of the conditions imposed may at any time be banned by the Organiser.

The Organiser reserves the right to terminate or curtail any practice which it considers to be detrimental to the exhibition.

### **3.24.9. Exhibitors' Removal of Exhibits and Other Materials on Move-out Day**

Removal of exhibits, goods, equipment, stand materials, publicity and other materials (collectively, "Exhibits and Other Materials") on the move-out day may commence only after 5pm on **23 July 2024**. Exhibitors, their agents, representatives and/or contractors are responsible for the complete removal of all such Exhibits and Other Materials, together with all rubbish and other waste materials, from the Hong Kong Convention and Exhibition Centre and surrounding areas on the move-out day according to the arrangements and time limits as specified by the Organiser. In order to reduce wastage and protect the environment as good corporate citizen, exhibitors should ensure that all remaining stock of exhibits shall not be disposed of as refuse/waste and shall be fully removed from the exhibition venue. Wastepaper and other recyclable wastes shall be disposed of at the relevant recycling bins in the exhibition venue. If an exhibitor fails to comply with the above requirements, the Organiser reserves the right to impose penalty on such exhibitor, including but not limited to requesting the exhibitor to pay an extra deposit for its application for the Fair in any subsequent years, delaying the exhibitor's turn in selecting a booth location at the Fair in any subsequent years, or to ban the exhibitor from exhibiting at the Fair or any subsequent fairs organised by HKTDC in future.

The Organiser is not liable for any loss or damage to or any other claims arising out of any Exhibits and/or Other Materials left behind at the exhibition venue. All such left behind Exhibits and Other Materials shall be deemed abandoned and shall be dealt with or disposed of by the Organiser in the manner as the Organiser sees fit and at the expense of the exhibitor concerned. All proceeds (if any) of such dealing or disposal shall be retained by the Organiser and the Organiser shall not be obliged to account such proceeds to the exhibitor concerned.

### **3.24.10. Decoration of Booth**

No stickers, poster hangers or other materials will be allowed to hang on fascia. The Organiser reserves the right to remove any exhibits or publicity materials at the exhibitor's expenses which are considered not conforming to the standard and set-out of the exhibition or do not fall within the exhibit description of the exhibition.

### **3.24.11. Canvassing**

- (i) Publicising before or during the Exhibition the sale of a limited quantity and / or special edition of products at the fairground without obtaining prior written approval from the Organiser is strictly prohibited. In addition, any such publicity must comply with the Trade Descriptions Ordinance and the Enforcement Guidelines issued by the Customs and Excise Department and Communications Authority. The Enforcement Guidelines are available at [http://www.customs.gov.hk/en/consumer\\_protection/trade\\_desc/unfair/index.html](http://www.customs.gov.hk/en/consumer_protection/trade_desc/unfair/index.html) and any questions should be directed to the Customs and Excise Department at Tel: (852) 2815 7711 or the Communications Authority at Tel: (852) 2961 6333.
- (ii) Canvassing in any form outside the area of the exhibitors' stand is strictly forbidden. Any

exhibitor found canvassing in aisles or other common areas will be liable to expulsion from the exhibition. **If an exhibitor fails to comply with the above rules or situation does not improve after several verbal warnings, the Organiser reserves the right to penalize such exhibitor, including but not limited to by requesting exhibitors to pay an extra deposit for the Fair next year, delaying exhibitor's turn in selecting a stand for the Fair to be held in the following year, or to cancel its entitlement to exhibit in future at the Fair..**

- (iii) The Organiser will terminate the Exhibitor's participation if the Exhibitor conducts activity, which in the opinion of the organiser interferes with the rights of other exhibitors at the fair.

### **3.24.12. Music / Movie Broadcast**

1) Music Broadcast

All children songs, educational and religious music are allowed for demonstration with sound but the sound level should not exceed 80dB(A) within the boundaries of your display sound level. Other than that of the mentioned above (i.e. light music, hit / pop / Chinese opera songs) will only be allowed by using the headphone for music demonstration.

2) Spot Sales of movies VCDs/DVDs/LDs/Video Tapes

Movies VCDs/ DVDs/ LDs / Video Tapes (only including the "Class I Articles") are allowed for spot sale during the exhibition period. However, **demonstration for these items are prohibited unless the sound track is output or demonstrated through headphones.**

3) Sound Level Control for TV Walls/TV Sets

TV Walls/TV Sets for playing the company promotion tapes are allowed, but HKTDC will take steps to ensure that the **demonstration sound level of TV Walls / TV/Sets should not exceed 80dB(A) within the boundaries of your display sound level.** According to the rules & Regulations of the Organiser, speakers of all audio visual equipments must be set inside the booth and with at least 1 meter from the booth boundary. The Organiser will check the sound level and reserves the right to intervene if the sound level causes undue disturbances to other exhibitors and visitors.

If in any event the exhibitor is found violating the above rules, after the advice by the Organiser but found no improvement, the Organiser reserves the right to terminate the use of the audio visual equipments or the electricity supply of the power sockets of its booth will be suspended. If severe deviations to the rules are found, the council will take immediate action to cancel its participation and all fees already made to the council will be forfeited.

Exhibitors are strictly prohibited from using loud-hailers or shouting to publicize their products in the fair venue.

### **3.24.13. Conducting of Sales / Public Auctions**

Goods offered for sale at the fair shall:

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

Exhibitors must provide written invoice/ receipt to the customer and keep one copy for itself in respect of any transaction completed during the Exhibition. Exhibitors should also leave the customer a direct contact for after-sales services or other enquiries.

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

### **3.24.14. Hiring 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 7198). Exhibitors requiring such service should contact HKCEC directly.

### 3.24.15. Control of Obscene & Indecent Articles

All exhibitors are only allowed to display/show/offer for sale/sell CLASS I ARTICLES under the Control of Obscene & Indecent Articles Ordinance (Cap.390 of the laws of Hong Kong) at the Fair. Under the Control of Obscene & Indecent Articles Ordinance, CLASS I ARTICLES consist of or contain materials that are neither obscene nor indecent (including any material that is violent, depraved and/or repulsive). If any exhibitor is found to be displaying/showing/offering for sale/selling any Non-CLASS I ARTICLES during the exhibition, the Organiser has the right to terminate the exhibitor's participation at once without compensation. If necessary, the HKTDC will invite Office for Film, Newspaper and Article Administration ("OFNAA") representatives to conduct inspections in the exhibition halls and enforce the Ordinance at the Fair. For enquiries about the Ordinance, please consult OFNAA [Email: naa@ofnaa.gov.hk or Tel: (852) 2676 7676]. Exhibitors should submit to the Obscene Articles Tribunal (the "Tribunal") articles concerned for classification purposes before the Fair starts. A prescribed fee must be paid to the Tribunal by the exhibitors for any request to classify such articles. For enquiries on the relevant procedures, fees and other details, exhibitors may consult the Tribunal at (852) 2886 6807. The Organiser may require exhibitor, before, or during the exhibition period of the Fair, to show the relevant books, information, and/or Tribunal Classification decision, where the Organiser has doubts against articles of the exhibitor.

### 3.24.16. Copyright on Simplified Chinese Publications

Exhibitors must ensure and warrant that all articles displayed during the Fair do not in any way whatsoever violate or infringe any third party's rights including all intellectual property rights. Exhibitors must comply with the Copyright Ordinance (Cap.528 of the laws of Hong Kong), including the Copyright (Amendment) Ordinance 2007 in relation to parallel importation. Parallel-imported copies of copyright works are genuine copies that are originally made with the authorisation of the copyright owner in the place of manufacture and destined for a market outside Hong Kong, but are subsequently imported into Hong Kong without the consent of the copyright owner.

According to the amended ordinance, any person who does the following acts within 15 months from the time the copyright work was first published anywhere in the world would be subject to criminal liability:

- trades in the parallel-imported copy (except computer software products) (i.e. selling, hiring or distributing for profit);
- imports or possesses the parallel-imported copy of a copyright work which is a movie, TV drama, musical sound recording or musical visual recording for playing or showing in public.

If there had been over 15 months from the first publication of the relevant work anywhere in the world, he would still be subject to civil liability.

If an exhibitor imports any parallel-imported products for selling/distribution in Hong Kong, he must ensure and warrant that the articles do not in any way constitute an infringement of copyright or a breach of any exclusive license agreement. For example, if an exhibitor imports from Mainland China any parallel-imported publications in simplified Chinese characters for sale in Hong Kong, he must take note and ensure whether this amounts to an infringement of copyright or constitute a breach of any exclusive licence agreement in Hong Kong. If the production and/or distribution of any parallel-imported publications in simplified Chinese characters amounts to an infringement of copyright or constitute a breach of any exclusive licence agreement in Hong Kong, such publications must not be displayed/shown/offered for sale/sold at the Fair. For further details of the Ordinance, please refer to the website of the Intellectual Property Department at [www.ipd.gov.hk](http://www.ipd.gov.hk).

### 3.24.17. Control of Films

All exhibitors are only allowed to display/show/offer for sale/sell **Category I Films** classified under the Film Censorship Ordinance (Cap.392 of the laws of Hong Kong) at the Fair. Under the Ordinance, **Category I Film is suitable for all ages**. If any exhibitor is found to be displaying/showing/selling any videotape/VCD/DVDs or any storage medium of Non-Category I film during the exhibition, the Organiser has the right to terminate the exhibitor's participation at once without compensation.

### 3.24.18. Autograph Sessions / Promotional Events

Any exhibitor who plans to conduct autographing sessions or any other promotional events during

the Fair must submit its application to the Organiser by completing and submitting the activity application form before the deadline (approximately one month prior to the commencement of the Exhibition). **Full particulars of the proposed autographing sessions or promotional events including but not limited to the proposed guest's/author's name, occupation, proposed time slot(s) of their appearances during the Fair, related products/services proposed to be autographed or promoted and details of the relevant promotional events etc. must be clearly provided in the activity application form. Otherwise, the application will not be considered.**

The Organiser has sole and absolute discretion over approval of such applications. In particular, but without limitation, the Organiser requires all autographing sessions or promotional events of exhibitors be in line with the desired image of the Fair in promoting culture and virtuous reading trends, enabling the Fair to continue to be a cultural event held in the summer that is suitable for all Hong Kong residents of all ages to participate in. **In consultation with the Hong Kong Book Fair Cultural Events Advisory Panel Committee, if the event applied for by the exhibitor is not in line with the image of the Fair, the Organiser has the right to turn down the application for the relevant autographing session or promotional event.** The Organiser may require exhibitor before, or during the exhibition period of the Fair, to produce its relevant books, information, and/or Tribunal Classification decision, where the Organiser has doubts towards articles of the exhibitor. All autographing sessions must be conducted in an area designated by the Organiser. The Organiser reserves the right to require the autographing sessions or promotional activities to be conducted at designated area outside the exhibition halls. All participants must comply with the directions given by the Organiser's representatives, and must strictly maintain order. The Organiser has the right to refuse entry to any person failing to comply with the venue use regulations, or require such person to leave the premises. If participants fail to comply with any directions given by the Organiser's representatives, the Organiser has the right to immediately terminate or re-locate such autographing session to an appropriate location. **If an exhibitor fails to comply with the above rules, the Organiser reserves the right to penalize such exhibitor, including but not limited to by delaying such exhibitor's turn in selecting a stand for the Fair to be held in the following year, or to cancel its entitlement to exhibit in future at the Fair. The Organiser also reserves its ultimate rights to terminate autographing sessions or promotional activities without any compensation.**

Details of the application procedure and rules will be printed on the activity application form. The Organiser reserves the right at any time before or during an event give notice (either verbal or written) to amend any terms or conditions previously imposed or to add new terms and conditions, and the exhibitor shall forthwith comply with the amended or new terms and conditions.

### **3.24.19. Publicity / Promotional Events and Other Special Events within Booths**

Exhibitor shall comply with all relevant terms and conditions of the Fair Rules and Regulations, and all applicable laws and regulations, as well as the relevant license requirements applicable to any publicity and trade promotion activities conducted by the Exhibitor at the Fair. To safeguard the interests of all exhibitors and enhance the orderly flow of visitors at the fairground, should any exhibitor wish to organise publicity/promotional or any special events (including but not limited to those involving movie stars, celebrities, singers, lucky draws, onsite games, giveaways, or any other manner of trade promotion activities/events/competitions/schemes, etc) which might easily attract crowds or which require license(s) to be applied for and obtained for the conduct of any such events, Exhibitor must duly apply for and obtain such license(s) with the relevant government or licensing authority concerned prior to exhibition at the Fair, and prior written approval from the Organiser must be obtained. Prior to publicising, marketing and conducting such publicity / promotional or special events, Exhibitors should ensure that sufficient staff and security guards will be hired and present on site for crowd control, so that the event will not cause any inconvenience to other exhibitors. Exhibitor shall fully comply with all license conditions and requirements applicable to their organization and conduct of Trade Promotion Competitions. The Organiser maintains the right, at its sole and absolute discretion, to terminate or ban any illegal, unlawful, unlicensed or unauthorised publicity/promotional or special events or any events which may contravene any conditions of any relevant license(s) (such as but not limited to Trade Promotion Competition license(s), where applicable), or any requirements or terms and conditions of the Fair's Rules and Regulations or any other terms and conditions that may be imposed by the Organiser from time to time.

Depending on the number of concurrent special events and the projected traffic flow of visitors, the publicity/promotional or special events are subject to be rescheduled to another time slot, where any such rescheduling (if any) shall be at the sole and absolute discretion of the Organiser. Also, should a publicity/promotional or special event incur roadblocks or other inconvenience to visitors, the Organiser reserves the right to demand the immediate termination of such event.

Should an Exhibitor be interested to organise publicity/promotional events or any special events inside its exhibition booth(s), please submit a written application with full particulars of the proposed event (including but not limited to the nature of the event, date, time, participants' name, format, number of crowd control personnel deployed, etc) to the Organiser at least 30 days before the commencement of the Hong Kong Book Fair. The Exhibitor must obtain the Organiser's prior written approval before any such event can be undertaken. Where the proposed event to be carried out is, in the sole and absolute opinion of the Organiser and the Hong Kong Book Fair Cultural Events Advisory Panel Committee, not in line with the image of the Fair, may raise public safety problems (e.g. crowd control issues), or is not suitable to be held during the exhibition period of the Fair, the Organiser reserves the sole and absolute right to refuse the application or to require the Exhibitor to change the proposed event and make a new application.

Where any Exhibitor intends to hold in the booth or in the public area any donation or fund-raising campaigns, or any trade promotion activities, competitions, schemes or events, or any other events that require the relevant licence(s) to be obtained under applicable laws or regulations, Exhibitor must apply for and obtain the necessary licence(s) from the relevant government body or licensing authority prior to exhibition at the Fair. Exhibitors shall submit a written copy of the application and the reply from relevant authorities, record of license documents, together with full particulars of proposed event (including but not limited to the nature of the event, date, time, participant's name, format, number of crowd control personnel deployed, etc.) to the organiser at least 30 days before the commencement of the Hong Kong Book Fair. Please contact relevant government body or licensing authority shall there be any enquires.

About Approved Fund-raising Activities: <http://www.gov.hk/tc/theme/fundraising/welcome>

Social Welfare Department

Tel: (852) 28351492

Email: [pspenq@swd.gov.hk](mailto:pspenq@swd.gov.hk)

Home Affairs Department

Tel: (852) 28324311

About Entertainment Licensing and Trade Promotion License:

<http://www.hadla.gov.hk/el/tc/entertainment/index.html>

Office of Licensing Authority, Home Affairs Department

Tel: (852) 21173916/21173798

Email: [hadlaeng@had.gov.hk](mailto:hadlaeng@had.gov.hk)

The Organiser has the right to refuse any application for events not so licenced. Any such unlicensed or unauthorised events cannot be held at the Fair. Any illegal gambling or any unauthorised Trade Promotion Competitions shall not be conducted at the Exhibition Venue under any circumstances. The Organiser has the right to immediately terminate such event that comes to its attention.

The Organiser shall not be held liable for of any action taken or any approval granted under this provision. The Organiser reserves the right at any time before or during the event to give notice (either verbal or written) to withdraw its approval, vary the terms of its approval, or amend any terms or conditions previously imposed in relation to the event or to add new terms and conditions, and the Exhibitor shall forthwith comply with the amended or new terms and conditions. If an Exhibitor fails to comply with any terms and conditions or any requirement or directions of the Organiser, without prejudice to any of the relevant rights and remedies of the Organiser under the Fair Rules and Regulations, the Organiser also reserves the right to impose penalty on the Exhibitor, including but not limited to requesting the Exhibitor to pay an extra deposit for its application for the Fair in any subsequent years, delaying the Exhibitor's turn in selecting a booth location at the Fair to be held in the following year, or to ban the Exhibitor from exhibiting at the Fair or any subsequent fairs organised by HKTDC in future.

The Organiser shall not be held liable for any problems faced by the Exhibitor during the Fair or



any disputes with any third party in relation to its publicity/promotional or special event. By undertaking the publicity/promotional or special event, the Exhibitor agrees and undertakes to fully indemnify, defend and hold harmless the Organiser against any and all losses, costs, expenses (including legal fees), damages or whatsoever arising from or in connection with the Exhibitor's publicity/promotional or special event or any related actions under this provision.

#### **3.24.20. Company Name on the Exhibition Booth and Guide Map**

**Exhibitors' company names as stated in the application (i.e. the same names shown on their business registration records) will be printed on the booth fascias and exhibition guide map. The name shown on the booth fascia/decoration (for custom-built stands) and the exhibition guide map must be the same.** Exhibitors who wish to show a different name from the one stated in its application (i.e. a brand name or group company name) on their booth fascia/decoration and exhibition guide map **MUST** first request and obtain prior approval from the Organiser by providing the relevant documentation, at least 3 months before the commencement of the Exhibition, to prove that the exhibitor's company (i) is the brand owner or has obtained appropriately license to use such brand name; or (ii) is a member of the group of companies which name the exhibitor wishes to use.

The Organiser reserves the right NOT to accept any such request by the exhibitor if the documents submitted cannot, in the Organiser's sole and absolute discretion, substantiate the brand ownership or licensee/licensor or group company relationship. No display of brands names or other company names on booth fascias/decorations is permitted unless the exhibitor has complied with this provision, and the Organiser reserves the right to request exhibitors to change their booth fascia/design and/or amend the booth decoration in case of non-compliance.

#### **3.24.21. Exhibits Display**

**Exhibitors should confine their display and decorations within the prescribed booth area. Exhibits and decorations should not be placed in the public area, aisle or any area that is outside the prescribed booth. The Organiser reserves the right to remove any display, decorations, relevant products and/or materials placed outside of the prescribed booth area immediately once found without giving any warning and/or any compensation.** Exhibitors must keep the cleanliness of the venue and not jeopardise fire safety during the Fair period. Packing boxes, pallets, trolley, etc. should be kept in the appropriate storage area. Exhibits and booth decorations should be displayed in a professional manner compatible with the image of the Fair and conform to all applicable safety standards. **If an exhibitor fails to comply with the above rules or if the situation does not improve after several verbal warnings, the Organiser reserves the right to impose penalty on the exhibitor, including but not limited to requiring the exhibitor to pay an extra deposit for its application for the Fair in any subsequent years, delaying the exhibitor's turn in selecting a booth location at the Fair to be held in the following year, or to ban the exhibitor from exhibiting at the Fair or any subsequent fairs organised by HKTDC in future.**

#### **3.24.22. Trade and Sales Practices**

Exhibitors must ensure that the trade and sales practices, including but not limited to the use of any invitation to purchase, promotional and sales methods involving arrangements for customers' advanced payments (such as but not limited to any payment arrangements involving deposits, payments by installments, or any other forms of advance payments) for subscription to magazines, periodicals, learning classes, tutorial classes, learning aids or any other goods/services that may be offered, provided or sold by the Exhibitor during the Fair would be in compliance with all relevant applicable laws, including consumer protection laws in Hong Kong. Without prejudice to the generality of the above, any unfair trade practices deployed against consumers, including false trade description of goods and/or services, misleading omissions, aggressive commercial practices, bait advertising, bait-and-switch, and wrongly accepting payment, may be subject to investigations and enforcement actions by Hong Kong Customs and Excise Department.

### 3.25. Compliance with Applicable Laws and Regulations

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

- Trade Descriptions Ordinance (Cap. 362) and its subsidiary legislations - which imposes, amongst others, prohibitions against application of false trade description to goods or services; possession for sale or for any purpose of trade or manufacture goods with false trade description; prohibitions against supply of goods or services with false trade description; prohibitions against forging trade mark or application of false trade mark to goods; prohibitions against import and export of goods with false trade description or forged trade mark; and prohibitions against unfair trade practices including without limitation misleading omissions, aggressive commercial practices, bait advertising, bait and switch and wrongly accepting payment. Specific requirements relating to trade descriptions for jewelry, precious stones, watches, garments and electronic goods may apply.
- Consumer Goods Safety Ordinance (Cap. 456) - which imposes a duty on manufacturers, importers and suppliers of consumer goods to ensure that the consumer goods supplied are safe. Consumer goods refers to any goods which are ordinarily supplied for private use or consumption (except those specified in the Ordinance) and includes the packaging of the consumer goods.
- Sales of Goods Ordinance (Cap. 26) - which codifies the law relating to the sale of goods, including formation, effects and performance of the sales contract, implied terms of the contract, rights of the parties and consequences of breach of the contract.
- Supply of Services (Implied Terms) Ordinance (Cap. 457) - which consolidates the law with respect to the terms to be implied in contracts for the supply of services, including implied terms as to care, skill, timing of performance and consideration.
- Import and Export Ordinance (Cap.60) - which imposes, amongst other, restrictions on and requirements for import and export of articles to and from Hong Kong and handling and carriage of articles which have been imported into Hong Kong. In particular, the Ordinance provides for articles which are prohibited to be imported into and exported from Hong Kong.
- Prevention of Bribery Ordinance (Cap. 201) - which makes provisions for the prevention of bribery and other related matters.
- Personal Data (Privacy) Ordinance (Cap.486) - which protects the privacy of individuals in relation to personal data by, amongst others, imposing a duty on data users to comply with the data protection principles as listed under the Ordinance and the requirements for use and provision of personal data in direct marketing.
- 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 3.25.14 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 Control Ordinance (Cap. 311) - which makes provision abating, prohibiting and controlling pollution of the atmosphere, including prohibiting the manufacture in or import into Hong Kong certain regulated consumer products (such as hairspray) that contain volatile organic compound content in excess of the prescribed limit.
- Public Health and Municipal Services Ordinance (Cap.132) - which regulates, amongst others, the preparation and adulteration of food and drugs and provides for protection to purchasers of food and drugs by prohibiting sale of food or drugs unfit for human use and false or misleading labeling or advertising of the same. (See 3.25.18 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 3.25.16 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.

- Product Eco-responsibility Ordinance (Cap 603) - which introduces measures to minimize the environmental impact of certain types of products (such as plastic shopping bags, electrical and electronic equipment, packaging materials and beverage containers); and provides for related matters.
- National Security Law – which criminalises acts of secession, subversion of state power, terrorist activities, and collusion with foreign or external forces to endanger national security to safeguard national security. The law also criminalises secondary acts of assisting the commission of the aforementioned offences, such as assisting in or abetting the commission by other persons of a secession or subversion offence, providing support, assistance or facility such as technologies or venues to a terrorist organization or a terrorist, or for the commission of terrorist activities, and aiding and abetting the commission of a collusion offence under common law.

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

### **Warranties**

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

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

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

Each Exhibitor hereby represents, warrants and undertakes to the Organiser that it shall explain to customers and potential customers the scope, particulars and specification of its products and/or services (as the case may be) and the relevant fees and charges, and that the Organiser are not liable for any liability, losses, damages, costs and expenses arising from or in connection with any dispute between an Exhibitor and any of its customers or potential customers, which shall be the sole responsibility of the Exhibitor concerned.

### **Indemnity**

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

**any person arising from any offence committed or breach of laws, rules and regulations by the Exhibitor.**

### **3.26 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.

#### **3.26.1 Free Tasting for Product Demonstration**

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

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

#### **3.26.2 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.

#### **3.26.3 Food Laws of Hong Kong**

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

- (1) Public Health and Municipal Services Ordinance (Cap. 132)
  - (a) Part V — (Food and Drugs) of the Public Health and Municipal Services Ordinance (Cap. 132 of Laws of Hong Kong);
  - (b) Abattoirs Regulation (Cap. 132A)
  - (c) Colouring Matter in Food Regulations (Cap.132H);
  - (d) Dried Milk Regulations (Cap.132R);
  - (e) Sweeteners in Food Regulations (Cap.132U);
  - (f) Food Adulteration (Metallic Contamination) Regulations (Cap.132V);
  - (g) Food and Drugs (Composition and Labeling) Regulations (Cap.132W);
  - (h) Food Business Regulation (Cap.132X);
  - (i) Frozen Confections Regulation (Cap.132AC);
  - (j) Harmful Substances in Food Regulations (Cap.132AF);
  - (k) Imported Game, Meat and Poultry Regulations (Cap.132AK);
  - (l) Milk Regulation (Cap.132AQ);
  - (m) Mineral Oil in Food Regulations (Cap.132AR);
  - (n) Preservatives in Food Regulation (Cap.132BD);
  - (o) Slaughterhouses Regulation (Cap.132BU); and
  - (p) Smokeless Tobacco Products (Prohibition) Regulations (Cap.132BW)
  - (q) Pesticide Residues in Food Regulation (Cap.132CM).

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

## (2) Food Safety Ordinance (Cap. 612)

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

According to the Ordinance, “Food” includes –

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

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

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

### Registration scheme

The Ordinance requires any person who carries on a food importation/ distribution business to register with Director of Food and Environmental Hygiene as a food importer/ food distributor. Any person who does not register with FEHD as a food importer/distributor but carries on a food importation or distribution business commits an

offence and is liable to a maximum fine of \$50,000 and imprisonment for 6 months.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The full text of the Ordinance can be downloaded at <https://www.elegislation.gov.hk/>

and Guidelines on the operation of the Ordinance issued by the Centre for Food Safety can be downloaded from the website of Centre for Food Safety at [www.cfs.gov.hk](http://www.cfs.gov.hk)

Exhibitors of the WOS 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)

### **3.26.4 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 WOS notification in writing with the type of food items to be processed and whether the items are for free tasting or for sale. Where sale of on-site processed food will be conducted, the exhibitor is also required to provide HKTDC a copy of its Temporary Food Factory Licence at the same time; or if such licence is not available 30 days before the commencement of the WOS, Exhibitors shall submit copies of the application for the licence filed with the FEHD and the FEHD's written acknowledgment of the same to HKTDC at least [30] days before the commencement of the WOS for records and shall provide a copy of the licence to HKTDC for records as soon as (and in any event not later than [7] days) the license has been granted by the FEHD.

[For inquiries, please contact FEHD at: (852) 2868 0000 or <http://www.fehd.gov.hk/english/licensing/>]

#### **(2) Fire Regulation**

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

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

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

All pre-packaged food and beverages exhibited or offered at the WOS 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 labeling and advertisements. Any labeling or advertisement should not contravene the provisions of the Ordinance. [For inquiries, please contact the Department of Health at (852) 2961 8989 or (852) 2961 8991 or visit its website at <http://www.dh.gov.hk/>.]

#### **(5) Registration of Proprietary Chinese Medicines**

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

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

#### **(6) Product Genuineness & Product Labelling**

Please note that the Organisers and Po Sau Tong Ginseng & Antler Association Hong Kong Limited, sponsor of the WOS, have 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/>.]

### **3.26.5 Conditions on Selling and Dispensing Food or Beverages**

To comply with the provisions of the Food Safety Ordinance Cap 612, all exhibitors intending to import or distribute food in the WOS 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 WOS 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 the (HKTDC). Exhibitors are strongly recommended that any food or beverages for free tasting should be well packaged or well covered and to be served on one-to-one basis in small quantity. Staff dispensing food or beverages is strongly recommended to wear face masks, gloves and clean clothing.
3. ANY FOOD or BEVERAGES that exhibitors WARM UP or REHEAT at their booth(s) must be for visitors' FREE TASTING ONLY and MUST NOT BE FOR SALE at the fairground unless the Exhibitor concerned has obtained a Temporary Food Factory Licence from the FEHD for sale of food at the fairground. The said Temporary Food Factory Licence must be displayed at an eye-catching location within the Exhibitor's booth with copy provided to HKTDC at least 30 days before the commencement of the WOS; or if such licence is not available 30 days before the commencement of the WOS, Exhibitor shall submit copies of the application for the licence filed with the FEHD and the FEHD's written acknowledgment of the same to HKTDC at least [30] days before the commencement of the WOS for records and shall provide a copy of the licence to HKTDC for records as soon as (and in any event not later than [7] days) the license has been granted by the FEHD. The Organisers reserve the right to discontinue any sale if the exhibitor fails to present the said licence and/or documents by the deadline.
4. Only pre-packaged food samples i.e. samples of any food packaged, whether completely or partially, in such a way that the contents cannot be altered without opening or changing the packaging, the food in which is ready for presentation to the visitors as a single food item, can be sold to the visitors at the exhibition venue.
5. All exhibits, whether sold to or tasted by the visitors, must be within the expiry date of consumption, which must be clearly marked on the containers or packers or otherwise for pre-packaged exhibits. Any other food or beverages supplied to visitors for tasting must be not older than would normally be expected of or commonly acceptable in relation to that particular kind of food or beverages.
6. All sales of beverages must be closed and sealed to prevent spilling.
7. The latest Food Laws in Hong Kong shall become effective immediately upon posting of the same on the website of Centre for Food Safety at [www.cfs.gov.hk](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 WOS; or if such permit / license is not available 30 days before the commencement of the WOS, we shall submit copies of the application for the permit and/or license filed with the FEHD and the FEHD's written acknowledgment of the same to HKTDC at least [30] days before the commencement of the WOS 2021 for records and shall provide a copy of the permit and/or license to HKTDC for records as soon as (and in any event not later than [7] days) the permit and/or license has been granted by the FEHD. The Organisers reserve the right to discontinue any sale if the exhibitor fails to present the said permit / licence and/or documents by the deadline.

### **On-site Food-processing Activities and Storage**

9. 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).
10. The means of food processing (such as cooking, warming or reheating) shall be restricted to steaming, blanching, simmering, braising, stewing, pan-frying and baking only. Notwithstanding the foregoing, exhibitors should note that any form of frying (including

but not limited to pan-frying) is prohibited from 2024 onwards. Grilling, deep-frying, roasting/broiling, or Yakitori-style cooking is not permitted.

11. Any cooking, warming or re-heating of the food products must take place within the stands in the exhibition venue to which each exhibitor is assigned by HKTDC and shall only be done by microwave ovens and electric cooking appliances of good working condition only. HKTDC reserves the right to request exhibitors to remove immediately without notice any appliance that HKTDC regards as defective, dangerous or improper. Each exhibitor is only allowed to install one microwave oven and one other electrical cooking appliance in his/her respective stand regardless of the size of the stand. Exhibitors are also responsible for ordering sufficient power supply to support their electric cooking appliances. Booths with pan-frying or baking activities must be installed with charcoal-filtered range hood in order to minimise problems of indoor air pollution. HKTDC Exhibition Services can offer officially recognised charcoal-filtered range hoods for rent. Any exhibitor wishing to install any additional microwave ovens or electric cooking appliances must obtain the prior written approval of HKTDC who have an absolute discretion upon whether to give such approval. Notwithstanding that the HKTDC may have given such approval, they have the sole and absolute discretion to subsequently withdraw such approval at any time.
12. Booths with sales or distribution of soft ice-cream must be equipped with piping and drainage.
13. Acceptance of exhibitors which conduct food-processing on-site is subject to the sole decision of HKTDC.
14. Upon signing the WOS 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.
15. Exhibitors should avoid causing possible nuisance of oil fumes generated from frying and warming of food. As a safety measure, cooking appliances facing the aisles are required to be shielded off by 30cm high panels above the cooking counter on three sides to avoid spillage of cooking oil or hot water.
16. 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 7.1 and 7.2 in "Additional Facilities and Services Order Form").
17. 70% of the total booth area shall be used to sell and/or display pre-packaged foods and/or beverages. In addition, at least 70% of the items displayed at the booth shall consist of pre-packaged foods or beverages. Any cooking, reheating, displaying and/or selling of unpacked food shall be conducted within the booth and the aggregate area for conducting such activities shall not exceed 30% of the total booth area.
18. Exhibitors should also refer to the "Practical Guide on Take-away Meal and Meal Delivery Services" published by FEHD for guidance on the hygienic handling of food during preparation and packing.

### **3.26.6 Conditions on Tasting, Supply and/or Sale of Alcoholic Beverages**

Below are the rules and conditions governing the tasting and/or sales of alcoholic beverages during the WOS.

- All exhibitors are required to declare if their participation would involve alcoholic

beverages.

- The supply and sales of alcoholic beverages by the glass or by open bottle 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 (Cap. 109B) of the Dutiable Commodities Ordinance, Laws of Hong Kong Cap. 109. According to the Dutiable Commodities Ordinance, “alcoholic liquor” means any liquid which contains more than 1.2% of ethyl alcohol by volume, such as sheung ching, mow toi, ko leung, brandy, whisky, gin, rum, vodka, champagne, still wine, beer, cider, sake and etc.
- Since the legislative amendments to the Dutiable Commodities Ordinance took effect from 6 June 2008, wine/liquor traders are no longer required to apply for any licences or permits for the import or export, manufacture, storage or movement of wine and liquor with an alcoholic strength of not more than 30% by volume measured at a temperature of 20°C. No valuation of the alcoholic beverages concerned for duty purpose will be required. However, the existing licensing/permit controls on liquors with an alcoholic strength of more than 30% by volume measured at a temperature of 20°C remain unchanged. Exhibitors of such liquors should forward a copy of the removal permit for duty-paid goods issued by the Customs & Excise Department to the HKTDC at least 30 days before the commencement of the WOS for records.
- Exhibitors conducting sales and/or tasting of alcoholic beverages during the WOS 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 WOS. 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 WOS.
  - 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 (Cap. 109B) of the Dutiable Commodities Ordinance (Cap. 109) wherever appropriate.
- Alcoholic beverages MUST NOT be tasted by or sold to visitors aged below 18. In case of any doubt, please request visitors to show a proof of age, e.g. Hong Kong ID Card.
- Exhibitors must ensure that a sign containing both the Chinese and English versions of the notice below is displayed in a prominent position at the booth:

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

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

concerned exhibitors upon request.

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

### **3.26.7 Product Genuineness**

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

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

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.

### **3.26.8 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 [https://www.fehd.gov.hk/english/publications/code/code\\_all.pdf](https://www.fehd.gov.hk/english/publications/code/code_all.pdf)]

### **3.26.9 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.

### **3.26.10 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; or
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 WOS are required to obtain the necessary Restricted Food Permit and/or a Composite Food Shop Licence from the FEHD. Exhibitors should submit copy of the permits / licences to HKTDC at least 30 days before the commencement of the WOS for records; or if such permit and/or license is not available 30 days before the commencement of the WOS, Exhibitors shall submit copies of the application for the permit and/or license filed with the FEHD and the FEHD’s written acknowledgment of the same to HKTDC at least [30] days before the commencement of the WOS for records and shall provide a copy of the permit and/or license to HKTDC for records as soon as (and in any event not later than [7] days) the permit and/or license has been granted by the FEHD.

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 WOS. A copy of the licence should be forwarded to HKTDC at least 30 days before the commencement of the WOS for records; or if such licence is not available 30 days before the commencement of the WOS, the Exhibitors shall submit copies of the application for the licence filed with the FEHD and the FEHD's written acknowledgment of the same to HKTDC at least [30] days before the commencement of the WOS for records and shall provide a copy of the licence to HKTDC for records as soon as (and in any event not later than [7] days) the license has been granted by the FEHD.

The Form of Application for Restricted Food Permit (FEHB95), Application Form for Composite Food Shop Licence (FEHB244) and the Form of Application for a Temporary Food Factory Licence (FEHB201) can be downloaded from the website of FEHD at [https://www.fehd.gov.hk/english/forms/index\\_forms.html](https://www.fehd.gov.hk/english/forms/index_forms.html). For enquiries, please call the 24-hour hotline of FEHD at (852) 2868 0000.

### **3.26.11 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, poultry and eggs;
- (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 Mainland Chilled Chickens into Hong Kong
- 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 and Eggs 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
- Guide to Application for Permission in Writing for Import of Eggs
- Guide to Frozen meat destined for Hong Kong from overseas temporarily stored in Qianhaiwan Bonded Port Area of Shenzhen before its importation into Hong Kong in batches
- Guide to Import of Beef, Pork and Mutton from European Union Member States into Hong Kong
- Guide to import of beef, pork and mutton derived from animals born and raised in the Republic of Ireland (RoI) or the United Kingdom (UK), slaughtered in the RoI or the UK, packed in the UK and exported from the UK to Hong Kong

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 WOS 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 WOS 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 <https://exhibitions.org.hk/en/membership/member-directory>.

### **3.26.12 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, infant formula and follow-up formula to carry a prescribed label of prepackaged food and a nutrition label marked or labeled with its energy value and nutrient. Both labels shall be in either the English or the Chinese language or in both languages.

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

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

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

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

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

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

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

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

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

The nutritional label for follow-up formula must, unless otherwise exempt under the Regulations, contain the following aspects:

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

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

- energy
- protein
- total fat
- available carbohydrates
- sodium
- vitamin A and D (if added)

All **Hong Kong and overseas exhibitors** that intend to conduct selling of prepackaged foods, infant formula and/or follow-up formula at HKTDC WOS should make sure their products carry the required prepackaged food and/or 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 WOS.

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
- Technical Issues on Nutrition Labelling - Rounding Rules
- Acceptable Nutrient Function Claims under the Nutrition Labelling Scheme in Hong Kong
- Technical Guidance Notes on Nutritional Composition and Nutrition Labelling of Infant Formula, Follow-up Formula and Prepackaged Food for Infants and Young Children
- Method Guidance Notes on Nutritional Composition and Nutrition Labelling of Infant Formula, Follow-up Formula and Prepackaged Food for Infants and Young Children
- Guidelines on Voluntary Labelling of Genetically Modified (GM) Food

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

### **3.26.13 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, without limitation, the composition and functions of the Chinese Medicine Council, Chinese Medicine Practitioners Board, Chinese Medicines Board and the ten committees established under the Chinese Medicine Council; the regulatory system for Chinese medicine practitioners, which includes registration, examination and discipline of Chinese medicine practitioners; the regulatory system for Chinese medicines, which includes licensing and regulation of Chinese medicines traders and registration of proprietary Chinese medicines; and the issuance of Chinese Medicine Safety Orders.

**All exhibitors are reminded that they must hold a valid Retailer Licence (Exhibition) in Chinese Herbal Medicines for selling or offering Chinese medicines at the Fair. For details on the application of the Licence, please contact the Chinese Medicine Council of Hong Kong at (852) 2121 1888 or email to [info@cmchk.org.hk](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 Hong Kong e-Legislation website at <https://www.elegislation.gov.hk/>.

### **3.26.14 Undesirable Medical Advertisements Ordinance**

The Department of Health of the HKSAR Government has set forth very strict rules and regulations relating to drug labelling and advertising. The Undesirable Medical Advertisements Ordinance, Cap.231 of the Laws of Hong Kong, prohibits the advertising of any medicine, surgical appliances or treatment for the prevention or treatment of diseases or conditions specified in the Schedules 1 and 2 of the Ordinance. Advertisements include but are not limited to any notice, poster, pamphlet and label on product and any announcement made orally or by means of producing or transmitting light or sound. It is possible that representatives from relevant government departments would conduct an on-site inspection during the Fair for any misbehaviors or irregularities. Exhibitors are reminded that sections 2 to 8 and Schedules 1, 2 and 4 of the Undesirable

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

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

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

For compliance with the requirements of the Ordinance, Exhibitors should also consult the Guidelines on Undesirable Medicinal 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.**

### **3.26.15 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 and Second Schedule to the Import and Export (General) Regulations (Chapter 60, sub Leg.A), Laws of Hong Kong, are subject to licensing control. Importation / Exportation of these articles must be covered by an import/export licence issued by the Department of Health.

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

- 1) An Import or Export Licence must be applied to cover the consignment before the arrival or departure of the goods. Application should be submitted after completion of Import Licence Form 3 and Export Licence Form 6, by hand to the Chinese Medicine Management Division, Chinese Medicine Regulatory Office 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 Regulatory Office of Department of Health which are available on its website at [www.cmro.gov.hk](http://www.cmro.gov.hk).

- 2) In the case of an import licence application, the applicant will be given the original and duplicate of licence. The original is to enable the licensee to take delivery of the goods from the carrier (shipping company, airline or transportation company). Please note that under Section 8 of the Import and Export Ordinance (I & E Ordinance), the original must be presented to the carrier within 7 days after importation of the goods, irrespective of

whether delivery of the goods is taken. The duplicate is for the licensee's retention.

- 3) Under Sections 6C(1) and 6D(1) of the I & E Ordinance, no person shall import or export pharmaceutical products and medicines except under and in accordance with a licence issued by the Director-General of Trade and Industry. Sections 6C(2) and 6D(3) of the I & E Ordinance stipulate that any person who contravenes Sections 6C(1) and 6D(1) shall be guilty of an offence and shall be liable on conviction to a fine of \$500,000 and to imprisonment for two years.
- 4) For further information, please contact Chinese Medicine Regulatory Office of the Department of Health at (852) 23195119 or visit its website at [www.cmro.gov.hk](http://www.cmro.gov.hk).
- 5) The exhibitor agrees to comply with the said conditions, and to exempt HKTDC and Hong Kong Convention and Exhibition Centre (Management) Limited from, and indemnify them against all liabilities whatsoever incurred from any complaint lodged or proceedings instituted by any person arising from any offence committed under the regulations by the exhibitor.

#### **3.26.16 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 <https://www.afcd.gov.hk/english/index.html>.

#### **3.26.17 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 Ordinance imposes duty on seller to charge for plastic shopping bags in retail sale of certain goods to a customer. A seller must charge the customer an amount not less than 1 dollar for each plastic shopping bag or each pre-packaged pack of 10 or more plastic shopping bags, unless exempted under the Ordinance. Exemptions apply to plastic shopping bags carrying only certain items, such as food that are unpackaged or are not wholly contained in packaging or "takeaway" food contained in a non-air tight packaging and ready for immediate consumption by the customer. Plastic shopping bags containing only food or drink that are frozen, chilled or already wholly contained in packaging are no longer exempted from levying. Any person who fails to comply commits an offence and will be liable to a fine at HK\$100,000 on the first occasion and to a fine at \$200,000 on each subsequent occasion.

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

#### **3.26.17A Producer Responsibility Scheme for Glass Beverage Containers**

Under the Product Eco-responsibility Ordinance (Cap. 603), starting from 1 February 2024,

manufacturers and importers of glass-bottle beverages shall apply to the Environmental Protection Department to register as suppliers of such articles. From 1 May 2024 onwards, those manufacturers and/or importers who fail to register as suppliers are prohibited from distributing such articles. Registered suppliers are subject to certain reporting and record-keeping requirements on the distribution and consumption of glass-bottle beverages, and are required to pay container recycling levy currently set at \$0.98 per litre volume of glass containers.

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

From 1 May 2024, any persons who dispose, import and/or export glass container waste are also required to obtain a relevant licence and/or permit under the Waste Disposal Ordinance (Cap. 354).

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

### **3.26.18 Regulation over Disposable Plastic Tableware and Other Plastic Products**

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

#### **(a) Plastic tableware**

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

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

#### **(i) Dine-in service**

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

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

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

Any Exhibitor providing a dine-in service during fair period shall not supply the following plastic tableware:

- All expandable polystyrene (“EPS”) tableware

- Non-EPS straw
- Non-EPS stirrer
- Non-EPS cutlery (such as forks, knives and spoons)
- Non-EPS plate
- Non-EPS cup
- Non-EPS cup lid
- Non-EPS food container
- Non-EPS food container cover

(ii) Catering service

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

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

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

(iii) Takeaway service

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

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

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

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

(iv) Other situations

If an Exhibitor does not supply the plastic tableware at the time of any dine-in, catering or takeaway service, then it will be prohibited from supplying the following plastic tableware and



displaying to potential customers such tableware or information relating to the same, unless any exception applies (e.g. the product is or forms part of the packaging of any unprepared food or drink, or any prepared food or drink not ready for immediate consumption):

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

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

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

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

#### **(b) Other plastic products**

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

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

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

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

#### **(c) Penalties**

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

For more details, please refer to the full text of the Product Eco-responsibility Ordinance (Cap.603) or the information site provided by the Environmental Protection Department at <https://www.greentableware.hk/en-us/>.

### **3.26.18 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 Protection of Endangered Species of Animals and Plants Ordinance (Cap. 586), restrictions related to the import, introduction and possession or 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, the payment of levy for disposal of municipal solid waste, and other related matters;
- (vi) Under the Trade Descriptions Ordinance (Cap. 362), which imposes, amongst others, prohibitions against application of false trade description to goods or services; possession for sale or for any purpose of trade or manufacture 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: <http://www.drugoffice.gov.hk>.

(viii) Under the Dangerous Drugs Ordinance (Cap. 134), which regulates, amongst others, import, export and supply of dangerous drugs; and the prescription and administration of dangerous drugs. The Ordinance also criminalises the possession and trafficking of dangerous drugs. Exhibitors should note that from 1 February 2024 onwards, cannabidiol (commonly known as “CBD”) is included within the definition of dangerous drugs under the Ordinance. Exhibitors should not supply, possess or in any way deal in or with any items containing cannabidiol.

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

Government publications can also be purchased through the following channels:

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

### **3.27. Important Points to Note**

#### **3.27.1 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 whom shall be guilty of an offence. Should any exhibitor representative fail to comply with the above regulation, the Organiser has the sole discretion to terminate the exhibitor’s participation in the HKTDC WOS with immediate effect and/or to ban the company from participating in any or all future HKTDC exhibitions.

During the HKTDC WOS (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 retail activities during at the exhibition

have to apply for the appropriate visa. For any question, please contact the Immigration Department. [Tel: (852) 2829-3194, Fax: (852) 2136-6334, Website: <https://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.

### 3.27.2. Security Precautions

The Organiser is responsible for the general security of the entire venue and will take all necessary measures to safeguard the property of the exhibitors. However, it is not possible to solely rely on the Organiser's efforts to prevent crime. To prevent loss of items stored or displayed **within the confines of an exhibitor's booth**, exhibitors are required to observe and follow the following guidelines strictly:

### 3.27.3. 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.

### 3.27.4. 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.

### 3.27.5. 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.

### 3.27.6 Storing of Exhibits

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

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

If you have a purpose-built storeroom or a safe within your stand, please make sure that it is kept locked **at all times** and the key is in the custody of a trustworthy employee. Likewise, to make sure there is no opportunity for theft, the showcases and the display counters within your booth should be locked immediately after you take out exhibits for showing to customers. Slack security is a big temptation to thieves. To protect your duty staff's personal possessions, please advise them to lock up their handbags and wallets in cabinets and personal handbags etc. Should never be allowed unattended

on the floor or on the desk.

### **3.27.7 Replenishment of Exhibits**

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

**17-23 Jul 2024**

**8:15 am - 9:30 am**

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

### **3.27.8 Demonstration of Exhibits**

Exhibitors wishing to carry out demonstrations of any kind must ensure that their practices will in no way constitute fire or safety hazards or interfere with the activities of visitors or other exhibitors. The Organiser reserves the right to terminate or curtail any practice which it considers to be detrimental to the exhibition.

### **3.27.9 Removal of Exhibits**

Removal of exhibits may commence only after 5 p.m. on 23 Jul 2024 for the WOS & SLE 2024. Exhibitors, their agents and/or contractors are responsible for the complete removal from the Hong Kong Convention and Exhibition Centre and its vicinity of all goods, exhibits and materials used by or belong to them, together with all rubbish and other refuse. In order to reduce waste and protect the environment as good corporate citizens, exhibitors should ensure that all recyclable goods, exhibits and/or materials (including but not limited to edible packaged food and other food waste) shall not be disposed of as refuse/waste and shall be recycled, donated to the appropriate charities and/or fully removed from the exhibition venue. Wastepaper and other recyclable wastes shall be disposed of at the relevant recycle bins in the exhibition venue. The Organiser shall not be liable for any loss or damage of goods, exhibits, materials and/or stand materials left behind at the exhibition venue. All such goods, exhibits and/or materials shall be deemed abandoned and may be disposed of by the Organiser at its sole and absolute discretion and at the expense of the exhibitor concerned. All proceeds (if any) of such disposal shall be retained by the Organiser.

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

### **3.27.10 Decoration of Booth**

***No stickers, poster hangers or other materials will be allowed to hang on fascia.***

The Organiser reserves the right to remove any exhibits or publicity materials at the exhibitor's expenses which are considered not conforming to the standard and set-out of the exhibitor or do **not** fall within the exhibit description of the exhibition.

### **3.27.11 Organising Special Events inside the Exhibition 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 crowded 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 Organizer at least 30 days before the commencement of the HKTDC WOS.

### **3.27.12 Canvassing**

- (i) Publicizing before or during the fair the sale of a limited quantity special edition at the fairground without obtaining prior approval from the Organiser is strictly prohibited.
- (ii) Canvassing in any form outside exhibitors' stand area is strictly forbidden. Any exhibitor found canvassing in aisles or other common areas will be liable to expulsion from the exhibition.
  - (i) The Organiser will terminate the Exhibitor's participation if the Exhibitor conduct activity which in the opinion of the organiser interfere with the rights of other exhibitors at the fair.

### 3.27.13 Conducting of Sales/Public Auctions

Goods offered for sale at the fair shall

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

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

Any transaction taken place during the exhibition should attach with invoice / receipt. (with company's name) 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.

### 3.27.14 Hire of Security Guards

The Organiser will deploy adequate security guards to patrol the exhibition hall during the opening hours. You may hire additional security guards to guard your own stand if considered necessary. All security guards **must** be hired through the Hong Kong Convention and Exhibition Centre (Tel : (852) 2582-8888). Exhibitors requiring such service should fill out the **Form** in “**Additional Facilities and Services Order Form**” and return it directly to the Convention and Exhibition Centre on or before application deadline (details can be referred to the order form)..

### 3.27.15 Crowd Control

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

### 3.27.16. Cleaning of Cooking Utensils

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

### 3.27.17. Use of round-end toothpick

For the sake of safety, exhibitors who offer food tasting to visitors are only allowed to use round-end toothpick instead of any sharp-end toothpick inside the fairground. In the past, the sharp-end toothpick, which may easily get stuck on the carpet, had often

led to injury to our visitors. In view of this, exhibitors are recommended only to use round-end toothpick.

### **3.27.18 24- Hour Electricity Supply**

Exhibitors requesting 24-hour electricity supply for shorting food items in refrigerators or freezers at their exhibition stand should complete the relevant application form and return it before the stated deadline. Square pin sockets installation is charged separately, requests for which have to be indicated separately on **Form 7.1 and 7.2** 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.

### **3.27.19 Copyright on Simplified Chinese Publications**

Exhibitors must ensure and warrant that all articles displayed during the Fair do not in any way whatsoever violate or infringe any third party’s rights including all intellectual property rights. For the avoidance of doubt, Exhibitors must ensure and warrant that if any articles displayed which were lawfully made in the country or area where they were made have been imported into Hong Kong (“parallel imported goods”), the making of such parallel imported goods in Hong Kong would not have constituted an infringement of copyright or a breach of any exclusive license agreement. For example, if the making and/or distribution in Hong Kong of any parallel imported publications in simplified Chinese characters amount to an infringement of copyright or constitute a breach of any exclusive license agreement in Hong Kong, such publications must not be displayed/shown/offered for sale/sold at the Fair.

### **3.28. Caution on Rental of Credit Card Payment Terminals**

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