

Hong Kong Computer & Communications Festival 2011 Terms & Conditions

香港電腦通訊節 2011 展覽合約條例細則

1. Definition

Under these Terms & Conditions the following definitions shall apply:

- i. "Exhibition" means the "The Hong Kong Computer and Communications Festival 2011" referred on the application and contract form.
- ii. "Organizer" means The Chamber of Hong Kong Computer Industry Company Limited, which as promoter and organiser, is responsible for the regulation and control of all aspects of the Exhibition.
- iii. "Exhibitor" means a sole proprietorship, partnership or limited company whose application to exhibit at the Exhibition has been accepted by the Organizer.
- iv. "Contract" means the contract established between the Exhibitor and the Organizer.
- v. "Stand" means Exhibition Stand and/ or Shell booth.

2. Application for Participation

- i. All applications for participation shall be made on the prescribed application form.
- ii. The application form shall be submitted to the Organizer or its authorized Representatives.
- iii. The submission of the form shall deem to be confirmation of participation and acceptance by the Exhibitor of the Terms and Conditions.
- iv. The Organizer shall reserve the right to accept or refuse any application without disclosing to the Exhibitor any reasons thereof.

3. Terms of Payment

- i. The appropriate application fee, which shall be non-refundable, must accompany each application.
- ii. The Organizer 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.
- iii. In the event that an application for renting of booth(s) and/ or raw space is not accepted by the Organizer, the application fee paid shall be refunded without interest to the applicant within 30 days from the date of notice of rejection of the application.
- iv. 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 application fee paid will be forfeited.

4. Allocation of Exhibition Space

- i. The Organizer shall allocate the space in accordance with the order of applications received and the nature of exhibits or in any manner they may deem fit.
- ii. The Organizer shall reserve the right to change the space allocated to the Exhibitor at any time prior to the commencement of the erection of the booth of the Exhibitor should exceptional circumstances demand, to alter the space to transfer or close entrances and exists to the Exhibition facilities and to undertake other structural alterations as they may deem fit.
- iii. The Organizer reserves the right at its sole discretion to change the floor plan of the Exhibition, venue for the Exhibition, the opening hours of the Exhibition, the term of duration of the Exhibition, and/or the date or dates on which the Exhibition is to be held.

5. Exhibits

- i. Exhibitor is only entitled to exhibit the announced products and to manage the exhibits with competent personnel during the opening hours of the Exhibition.
- ii. The Organizer reserves the rights to refuse admittance to any visitor to the Exhibition or to have access to any stand.
- iii. Exhibitor is not allowed to sub-let or assign the stand/s allotted to it to other parties either wholly or in part without the written consent of the Organizer.
- iv. Exhibitor will be liable for any damage to the walls or to any part of the Exhibition hall in which its exhibits are placed and shall not paint or otherwise alter the floors, ceilings, pillars, or walls without the prior consent of the Organizer.
- v. In order to promote, distribute, display any material or allow the presence of the personnel of a subsidiary or an entity for whom the Exhibitor is acting as a formal agent or distributor, on its Stand, the Exhibitor must apply in writing to the Organizer for permission at least 30 days prior to the Exhibition together with supporting documents indicating the connection between the Exhibitor and the third party. Such permission shall be given at the absolute discretion of the Organizer.

- vi. Display of any working or moving exhibits or demonstrating model(s) or any kinds of promotion activities which may draw crowds must have the prior written approval of the Organisers. Precautionary measures such as the provision of guards or other means of protection must be taken by the Exhibitor to protect the public from such moving or working exhibits or demonstrating model(s) or any kind of promotion activities. Extra security staff(s) will be enforced if needed and the related costs will be charged to Exhibitor to minimise any issues arising.
- vii. All advertising literatures should be distributed from the Exhibitor's own Stand(s) only. No business activity shall be conducted by the Exhibitor and/or its staff outside the Exhibitor's own Stand(s).
- viii. No advertising or canvassing for business may take place outside Exhibitor's own Stand(s). No exhibits shall be displayed or placed outside the Exhibitor's own Stand(s).
- ix. Any exhibits or promotional materials placed outside the Exhibitor's own Stand(s) shall be forfeited by the Organizer without prior notice. Exhibitor is responsible for the cost of such removal.
- x. The Organizer reserves the right to maintain a record of those Exhibitors who have breached clause 5 of the Terms & Conditions and may at its sole and absolute discretion refuse to allow these Exhibitors or any of their parent, associate, affiliated and / or subsidiary companies to participate in any or all future events arranged by the Organizer.

6. Construction and Decoration of Stand

- i. Exhibitor shall be allowed to decorate its unit as per schedule in Exhibitor's Manual.
- ii. No decoration, booth fitting or exhibit shall exceed 2.5m in height or the height of the Shell booth for Shell Scheme Exhibitors.
- iii. Any damages caused by the Exhibitor or its contractors to other Exhibitor or common property shall be the responsibility of the Exhibitor.
- iv. Exhibitor must complete its construction and decoration by the date and time stipulated by the Organizer.

7. Custom-built Stands on Raw Space

- i. Exhibitors taking up Raw Space may appoint either the official stand contractor or their own contractor to design & construct their Exhibition Stands, the design of which must be submitted to the Organizer for approval as provided in these Terms and Conditions.
- ii. No decoration, booth fitting or exhibit shall exceed 6m in height for any Raw Space.
- iii. Original Plans and design proposals for Raw Space must be submitted in triplicate to reach the Organizer for approval not later than six weeks before the Exhibition. Drawings submitted must be a reasonable scale of not less than 1:100, fully dimensioned and must contain information such as floor plan, stand elevation, fittings and carpeting, colours and materials to be used, moving exhibits, audio-visual equipment, weights and point loading of exhibits.
- iv. Any structure with 4.5m height or above, a structural calculation report must be submitted to Authorised Person (AP) or Registered Structural Engineer ("RSE") for advance approval and set up of such structure must be conducted under their supervision too. The said report must submit to the Organizer one day before the show starts.
- v. No custom-built stand may be erected at the Exhibition Venue unless the plans and design proposals thereof have been approved in writing by the Organizer, which approval may be withheld by the Organizer without a reason being necessary.
- vi. All custom-built stand design, stand materials used and its construction must conform to the terms and conditions of the Exhibition Venue and those of any public authority or department of the Hong Kong SAR Government.
- vii. The transporting, assembling, dismantling and the removing of custom-built Stands are the responsibility of the Exhibitor. All such work must be carried out according to the arrangements and within the time limits specified in these Terms and Conditions or otherwise by the Organizer.

8. Move-in and Move-out of Exhibits

- i. The Exhibitor shall at its own cost make its own arrangements for transportation of exhibits to and from the Exhibition Centre (including, without limitation, arranging for all necessary customs clearances) and for storage of exhibits and packaging materials.
- ii. Exhibitor shall move-in to the Exhibition venue according to the arrangements and within the time limits specified by the Organizer.
- iii. 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 Organizer.

- iv. Exhibitor shall remove all exhibits and packaging materials from the Exhibition hall within the period stipulated by the Organizer and shall indemnify the Organizer against any loss by reason of the delay or damage to the Exhibition hall. The removal and disposal of crates and stand fittings or materials are not covered by the rental and are subject to an additional charge.

9. Breach of Contract and Withdrawal by Exhibitor

Without prejudice to the rights and remedies of the Organizer in respect of any breach of the Contract on the part of the Exhibitor the Organizer may at its discretion allow the Exhibitor to withdraw from the Exhibition subject to the following conditions:

- i. The Exhibitor must give written notice to the Organizer that it desires to withdraw and if the Organizer allows such withdrawal it will notify the Exhibitor of the decision in writing.
- ii. Any payment to the Organizer will not be refunded.
- iii. Should the Exhibitor fails to observe or comply with any of the terms and conditions contained herein or if the Exhibitor shall fail to pay any of the unit costs at the time and in the manner aforesaid, then the Organizer may thereupon by written notice given to the Exhibitor rescind the Contract.
- iv. Upon the Organizer exercising its right to rescind the Contract under sub-clause(iii) of this clause, it may but is not obliged to re-let or otherwise deal with the Exhibition space contracted by the Exhibitor in default on such conditions as the Organizer shall deem fit. In the event the Organizer having elected to but not able to re-let the said Exhibition space, the Exhibitor in default shall be liable to pay the entire unit costs to the Organizer as liquidated damages for the loss of rental.
- v. The Organizer reserves the right to maintain a record of Exhibitors who have breached any of the terms and conditions contained herein and may at its absolute discretion refuse to allow these Exhibitors to participate in future events arranged by the Organizer.

10. Cancellation and Postponement

- i. The Organizer reserves the right to cancel, alter in character, 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 outside the Organizer's control including but not limited to war, embargo, civil unrest, legal proceedings or government regulations that make it impossible or impractical, for the Organizer in its absolute discretion to hold the Exhibition. The Exhibitor shall have no claim against the Organizer 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 cancellation, alteration, reduction, shortening or extension made in accordance with this provision.
- ii. The Organizer reserves the right at its sole discretion to change the floor plan, site character, opening hours, or venue of the Exhibition at any time without giving notice to the Exhibitor. Such changes shall be at the discretion of the Organizer and the Exhibitor shall have no claim for compensation as a result of such changes. Proportional allowance for space rental may be made if deemed appropriate by the Organizer (in their absolute discretion) but it shall not be liable for any further compensation to the Exhibitor.
- iii. Typhoon Policy
The exhibition will not be opened to the public if a Typhoon signal 8 or higher has been raised (Expect for move in and move out activities). When the exhibition is open and the Hong Kong Observatory announces that the Signal 8 is raised, a 2 hour notice will be given to all participants. All exhibitors and attendees should close their stand within the 2 hour notice period. Nevertheless, when the exhibition has been closed for the said reason, when the Observatory formally announces that the signal is lowered to 3 or below, the exhibition will be reopened to the public 2 hours after such announcement.

11. Failure of Services

The Organizer shall not be liable for any loss sustained by the Exhibitor directly or indirectly attributable to the cancellation, suspension or reduction of duration of the scheduled Exhibition from the period advertised or specified due to:

- i. Force Majeure.
- ii. Acts of War, Military Activity, Municipal Statutory of Civil Authority requisition.
- iii. Fire, flood, typhoon, excessively inclement of weather, earthquake, or a combination of the same.
- iv. Damage caused by an aerial object or aircraft.
- v. Strikes or lockouts by workmen

If the Exhibition is cancelled, reduced or postponed then and in such event the unit costs paid to the Organizer, or any part thereof may be refunded at the sole discretion of the Organizer to the Exhibitor but without prejudice to the Organizer' right to appropriate the entire sum or

any part thereof for expenses it has already incurred for the Exhibition.

12. Security

- i. The Organizer shall not be held responsible for any loss or theft of exhibits at the Exhibition hall during the build-up, exhibition and dismantling period.
- ii. The Organizer shall also not be held responsible for any loss or damage to exhibits or any articles belonging to the Exhibitor.

13. Fire Regulations

All materials used in stands and exhibition constructions must be properly fire-proofed in accordance with local regulations. Fire marshals will patrol the Exhibition facilities and will be authorized to stop any demonstrations that are potential fire hazards.

14. Insurance, Liability and Risks

All Exhibitors shall insure, indemnify and hold the Organizer and the venue owners harmless in respect of all costs, claims, demands and expenses to which they may be subject as a result of loss of or injury arising to any persons howsoever caused while the said persons are upon or examining or passing the Exhibition stands, during the tenancy of the Exhibition. The liability or risks of the employees, agents or exhibits shall be the responsibilities of the Exhibitor.

15. Electricity

- i. All Electricity works shall be carried out at Exhibitor's expense by the official contractor appointed by the Organizer. Design plan or proposals for electrical installation must be submitted to reach the Organizer for approval not later than 6 weeks before the exhibition. The Organizer may require amendments or variations to be made to the design plan or proposals before approving the same, or may withhold approval at its discretion.
- ii. Electricity provided for Standard Shell Scheme is 13A (maximum 500 volt). Exhibitors are required to order extra electricity when necessary. Organizer reserves the right to disconnect any booth with excess use of electricity.

16. Supplementary Clauses

Whenever necessary, the Organizer shall have the right to issue supplementary regulations in addition to those in the Terms and Conditions to ensure the smooth management of the Exhibition. Any additional written regulations and/or instructions shall form part of these Terms and Conditions and they shall be binding on the Exhibitor.

- 17. The Terms and Conditions of Hong Kong Computer and Communications Festival 2011 shall include the rules and regulations of Hong Kong Convention and Exhibition Centre. All Exhibitors are bound to it. A copy of the rules and regulations of Hong Kong Convention and Exhibition Centre would be available for Exhibitors' reference at the Chamber of Hong Kong Computer Industry secretariat office, Workshop No. D, 23/F, Ford Glory Plaza, 37-39 Wing Hong Street, Lai Chi Kok, Hong Kong.

- 18. During the term of the Exhibition and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition, the Exhibitor shall be responsible for the good conduct of its Representatives who shall be bound by and must observe these Terms and Conditions in all respect. The Exhibitors and its Representatives must wear the identification badges specified by the Organizers at all times in the Exhibition Centre. Persons under age of 18 are not allowed to be booth attendants nor may they enter the Exhibition Hall during Exhibition moving in and moving out period.

- 19. The Exhibitor shall not exhibit counterfeit goods or any goods which infringe any person's intellectual property rights at the Exhibition.

- 20. The failure to object to any breach of any clause herein by the Organizer shall not constitute agreement to modification of this agreement or a waiver of any subsequent breach of such clause.

- 21. The Organizer reserves the right to interpret, alter and amend any of these Terms and Conditions and to issue additional rules and regulations at any time it considers necessary for the orderly operation of the Exhibition. All interpretations of these Terms and Conditions and additional rules and regulations by the Organizer shall be final.

- 22. The construction of the Terms of Contract herein will be governed by the Laws of Hong Kong.