

Hong Kong Computer & Communications Festival 2021 : Terms & Conditions

香港電腦通訊節 2021 展覽合約條例細則

1. Definition

Under these Terms & Conditions the following definitions shall apply:

- i. "Exhibition" means the "Hong Kong Computer & Communications Festival 2021" referred on the application and contract form.
- ii. "Organizer" means The Chamber of Hong Kong Computer Industry Company Limited, which as promoter and organizer, 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 stand and/or shell booth used in the Exhibition.
- vi. "Announced Product" means the product(s) specified on the application form of the Exhibit.
- vii. "Exhibition Centre" and "Venue Operator" mean Hong Kong Convention and Exhibition Centre.

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 its application, the application fee paid will be forfeited, no matter what the reason is, when the withdrawal makes or whether the application is approved.

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 assigns the Stand(s) allotted to it to other parties (including any third party or a party who is also an exhibitor of the Exhibition) 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.

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 Organizers. 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.

- vi. 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).
- vii. 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).
- viii. 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. The Organizer has the right to use reasonable force for such removal and will not be liable to any loss or damages arising from such action(s).
- ix. 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.
- x. Any violation of Clause 5 sub-clauses iv, v, vi, vii, viii will be subject to the agreed compensation clause 16 set out in Hong Kong Computer & Communications Festival 2021 Terms & Conditions.

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 Exhibitor who caused the damages.
- 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 Stand(s) in the Exhibition, 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 first date of 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, 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 venue of the Exhibition 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 is necessary.

- vi. All custom-built stand design, stand materials used and its construction must conform to the terms and conditions of the venue of the Exhibition 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 venue of the Exhibition 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

- i. 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:
 - a. the Exhibitor gives written notice to the Organizer that it desires to withdraw;
 - b. the Organizer approves such withdrawal and notifies the Exhibitor in writing, and;
 - c. any payment to the Organizer will not be refunded.
- ii. If the Exhibitor fails to observe or comply with any of the terms and conditions contained herein and in the manner aforesaid, then the Organizer may rescind the Contract. Further, the Organizer may, but is not obliged to, re-let or otherwise deal with the space and/or Stand of the Exhibition of that Exhibitor in default.
- iii. No matter whether it is because of withdrawal or rescission, when the Organizer elected to, but is unable to, re-let the space and/or Stand of the Exhibition of that Exhibitor in default at a rent over that sum which the Exhibitor ought to pay if the Contract was performed, the Exhibitor in default must pay a sum which is the entire unit costs or the difference between costs of re-letting and the entire unit costs (as the case may be) to the Organizer as the agreed liquidated damages for loss of rental.
- iv. 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, reschedule or postpone the exhibition date, 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, fire, flood, leak, electric power cut, legal proceeding 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, postponement or extension made in accordance with this provision.
- ii. The Organizer reserves the right at its sole discretion to change the floor plan, exhibition dates, 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 must close their Stands within the 2-hour notice period. Nevertheless, when the Exhibition has been closed for the said reason and the Hong Kong 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. If there are any incidents caused by the said reason, the Organizer reserves the right to make any arrangement in relation to the Exhibition and/or each or every Exhibitor(s) without any liability for such arrangement.

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 the 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, leak, electric power cut, 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.
- vi. Insufficient application for participation in the Exhibition.

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 Exhibitor should insure its exhibits against theft, fire, flood, leak, electric power cut, negligence caused by any person or other reasonably foreseeable causes of damaging.
- ii. The Organizer is not liable for any loss of and/or damages caused by said causes to exhibits or any article belonging to the Exhibitor at the Exhibition.

13. Fire Regulations

All materials used in Stand(s) 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

- i. All Exhibitors shall insure and hold the Organizer and the venue owners harmless in respect of all costs, claims, demands and expenses as a result of the loss of or injury arising to any person howsoever caused while the said person is upon or examining or passing their Stand(s) during the Exhibition.
- ii. The liability of risks of or caused by any employee, agent, representative, exhibits or articles of the Exhibitor(s) shall be the responsibility of that Exhibitor(s).
- iii. Exhibitor(s) must jointly and severally indemnify the Organizer for any liability, loss and damages, compensation, penalty and costs claimed against the Organizer by any third party (including the Exhibition Centre), if the cause(s) is or are caused by and/or arising from negligence, defective product, any breach of the Contract and/or other reason(s) of the Exhibitor(s).
- iv. In any event, if there is more than one Exhibitor being liable or under indemnification to the Organizer, each and every one of them are jointly and severally liable to the Organizer.

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 volts). Exhibitors are required to order extra electricity when necessary. Organizer reserves the right to disconnect any booth with excess use of electricity.

16. Performance Bond

- i. The performance bond of HK\$7,000 per exhibitor booth 50 sq.m. or less and HK\$14,000 for per booth in excess for 50 sq.m. shall be paid upon application for the Exhibition. A refund of remaining amount after deduction will be made no later than 60 working days after Exhibition's closing. Please note any deduction from this amount is made without any effect on any liability that may arise from any breach for which a deduction has been made.
- ii. Aisles should not be obstructed by material of Exhibitor, its contractors or its subcontractor during opening the opening hours of the show. Lollipop or pamphlet distribution by Exhibitors in public aisles that occupy aisle for extensive promotional activities causing disturbance to normal visitor flow are not allowed. Exhibitor will be granted 15 minutes to correct any breach of this provision following notice by Organizer/Venue Operator. Violations will result in deduction of Exhibitor's performance bond at the rate HK\$7,000 per incident for exhibitor booth 50 sq.m. or less and HK\$14,000 for per incident for booth in excess for 50 sq.m.
- iii. Cooking Demonstration is strictly prohibited. Violation found on-site will be charged at the rate of HK\$7,000 per exhibitor booth of 50 sq.m or less; or HK\$14,000 per exhibitor booth in excess of 50 sq.m.
- iv. Limited Edition Items may only be sold on a pre-registered basis before the Exhibition, and redemption of such items is permitted to take place on-site. Sales of Limited Edition Items by Exhibitors on-site is strictly prohibited. For this, Limited Edition Items encompass all kinds of merchandise that are specified with a limited quantity for sale at the Exhibition, and also the merchandise that is solely or semi-exclusively for sale at the Exhibition.
- v. Exceptional Special Offers encompass all types of goods and services that are available at the market, but would be offered with special price, substantial discounts, or additional giveaways by exhibitors during the Exhibition. All exceptional Special Offers of Promotional Gimmicks are subject to prior approval of Exhibition Centre.
- vi. Violation of any of the above rules leading to severe crowd control issue (such as but not limited to overnight queuing outside the Centre), or that requiring ad hoc additional security assistance will result in HK\$30,000 per incident. A charge for any additional security guards required for ad hoc crowd control will also be applied.
- vii. Exhibitor who plans to launch any promotion events during the Exhibition must be applied in written form to the Organizer at least 14 days prior to the opening of the Exhibition. In case of an Exhibitor does not submit its promotional plan(s) to the Organizer, which is likely to draw crowds in the Exhibition, violations will result in deduction of Exhibitor's performance bond at the rate HK\$30,000 per incident.
- viii. The Exhibitor should be finished on time on the last day without serious delay of more than 30 minutes from the official closing time. All exhibitors should stop the selling activities and visitor should have all left the hall by this time. HK\$20,000 per incident will be deducted from exhibitor's performance bond for incident of breach.
- ix. The deposit will be returned in full within 60 days after the Exhibition.

17. 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.

- i. The Terms and Conditions of Hong Kong Computer & Communications Festival 2021 shall include the rules and regulations of Exhibition Centre (including their amendment from time to time updated or published by the Centre, if any). All Exhibitors are bound by them.

- ii. A copy of the rules and regulations of Exhibition Centre would be available for Exhibitors' reference at the Organizer's secretariat office at Unit 09, 10/F., Kowloon Plaza, 485 Castle Peak Road, Cheung Sha Wan, Kowloon, Hong Kong.
- iii. During the term of the Exhibition and for so long as the Exhibitor or any of its representative(s) or exhibits is in the Exhibition Centre in connection with the Exhibition, the Exhibitor shall be responsible for the good conduct of its representative(s) who shall be bound by and must observe these Terms and Conditions in all respect. The Exhibitors and its representative(s) 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.
- iv. The Exhibitor shall not exhibit counterfeit goods or any goods which infringe any person's intellectual property rights at the Exhibition.
- v. 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.
- vi. 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.
- vii. The construction of the Terms of Contract herein will be governed by the Laws of Hong Kong.

18. Preventive Measures of COVID-19

Referring to the Cap.599 Prevention & Control of Disease Ordinance, HKSARG are setting out specific rules for the Exhibition. Please find the Preventive measures below (It is subject to change according to the COVID-19 latest situation and risk assessment as announced by the government.):

- i. No Eating or Drinking can take place at anywhere at the exhibition booths or in aisle space in the exhibition area.
- ii. In order to maintain good air circulation & indoor air quality, demonstration of home cooking electrical appliances would not be allowed. Tasting is not allowed.
- iii. Exhibitors are advised to arrange hand sanitiser at their booths for their customers.
- iv. Exhibitors are encouraged to arrange touchless payment method for customers.
- v. A person must wear a mask at all times at the Exhibition. In case any such violation is found on-site, organiser will ask the concerned Exhibitor to leave the exhibition hall.
- vi. All organisers, contractors, sub-contractors, exhibitors and associated staffs are required to undergo the polymerase chain reaction-based nucleic acid test, and have the related negative results obtained within 14 days prior to the last show date. The record is to be kept for 31 days by the organizer. A staff member involved in the operation of the business in the premises does not need to adopt the required testing arrangement after he/she has completed a COVID-19 vaccination course and should keep the vaccination record as proof of vaccination.
- vii. Organiser will work with Exhibition Centre to remind Exhibitors to take actions to rectify any overcrowded situation if such is found on site.

Any terms, words and/or phrases used in single form can be interpreted as plural and vice versa.

If any clause or part of a clause in this Contract is unenforceable or void, that clause or that part of the clause will be severed from this Contract, and the balance of the Contract remains in full force and has no effect from that severance.

Each party agrees that the tribunals or courts of Hong Kong shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).