



***** Notice to Exhibitors (1) *****
Important Rules and Regulations

Opening Hours

The details of the Opening Hours of the HKTDC Hong Kong Sports and Leisure Expo 2023 (hereafter “the Expo”) are as follows:

19-20 July 2023 (Wed-Thu)	10:00 am – 9:00 pm
21-22 Jul 2023 (Fri-Sat)	10:00 am – 10:00 pm
23-24 Jul 2023 (Sun-Mon)	10:00 am – 9:00 pm
25 Jul 2023 (Tue)	9:00 am – 5:00 pm

Stands must be manned by authorised and competent knowledgeable staff at all times during the Expo.

Copyright Matters

Exhibitors must ensure and warrant that all articles displayed during the Expo 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 Parallel-imported copies of copyright works are genuine copies that are originally made with the authorization of the copyright owner in the place of manufacture and destined for a market outside Hong Kong, but are subsequently imported into Hong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 Expo. For further details of the Ordinance, please refer to the website of the Intellectual Property Department at www.ipd.gov.hk.

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 Expo. 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.

Guidelines for the Expo Exhibits

Exhibitors may only display exhibits and/or products relevant to the product category zone where its booth is located. **At least 60%** of the display area of each booth must be occupied by exhibits relating to the relevant product section as stated in our booth confirmation letter of the Hong Kong Sports and Leisure Expo where the booth is located. If HKTDC (“the Organiser”) finds that an exhibitor is using less than 60% of its display area



exhibiting the appropriate product under a designated product category zone, the Organiser has the absolute right and discretion to demand that the exhibitor immediately relocate and/or to terminate its participation in the Exhibition, without any recourse against the Organiser.

The following products are prohibited from being at the Expo:

- 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 Expo (including but not limited to cosmetics, non-sports-related food and beverages, etc.)**

During the exhibition period of the Expo, if any exhibit and/or product does not meet with the above requirements or is in the Organiser's view incompatible with the image of the Expo in promoting a healthy lifestyle, the Organiser reserves the right to stop the exhibitor from displaying/showing/offering for sale/selling and/or distributing the relevant exhibit and/or product at the Expo. The Organiser also reserves the right to terminate the exhibitor's participation immediately without any compensation.

Control of Obscene and 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 Expo. 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 Expo. 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 Expo 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) 3916 6303. The Organiser may require exhibitor, before, or during the exhibition period of the Expo, to show the relevant books, information, and/or Tribunal Classification decision, where the Organiser has doubts against articles of the exhibitor.

Use of Stand & Safety

The Exhibitor warrants that the exhibits and packages thereof, or any goods, 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, events, competitions or schemes conducted at the Stand or otherwise at or during the Expo do not violate any application license requirements and conditions or the any applicable the laws or regulations of Hong Kong SAR.

Products exhibited or featured in the Publicity Material must be legal to market, sell, import to and possess in Hong Kong, and if any licences or permits are required for such marketing, selling, importation or possession or for conduct of Trade Promotion Competitions, the Exhibitor must be appropriately licensed or permitted. 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.

The Trade Descriptions (Unfair Trade Practices) (Amendment) Ordinance 2012

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

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

Exhibitors are reminded to read the Amendment Ordinance in detail to avoid possible offences, in particular the usage of terms in relation to prices and puffery claims (like “sale”, “original price”, “reduced price”, “lowest price”, “best seller” etc), bait advertising etc. For enquiries on the Trade Descriptions (Unfair Trade Practices) (Amendment) Ordinance 2012, please contact the Customs and Excise Department at (852) 2815 7711 or visit https://www.customs.gov.hk/en/consumer_protection/trade_desc/unfair/index.html

Publicity / Promotional Events and Other Special Events within Booths

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, etc) which might easily attract crowds, prior written approval from the Organiser must be obtained. Prior to publicising and marketing 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. The Organiser maintains the right to ban any unauthorised publicity/promotional or special events or any events which contravene the Expo’s Rules and Regulations or any terms and conditions 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. 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 HKTDC Sports and Leisure Expo. 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, not in line with the image of the Expo, may raise public safety problems (e.g. crowd control issues), or is not suitable to be held during the exhibition period of the Expo, 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 the exhibitor intends to hold in the booth or in the public area any donation campaigns, lotteries or other events required to be held with a licence, the exhibitor must obtain the necessary licence from the relevant government body prior to exhibition at the Expo. The Organiser has the right to refuse any application for events not so licenced. Any such unlicenced events cannot be held at the Expo. 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 under this provision. The Organiser reserves the right at any time before or during the event to give notice (either verbal or written) to 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, the Organiser 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 Expo in any subsequent years, delaying the exhibitor's turn in selecting a booth location at the Expo to be held in the following year, or to ban the exhibitor from exhibiting at the Expo or any subsequent expos organised by HKTDC in future.

The Organiser shall not be held liable for any problems faced by the exhibitor during the Expo 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.

Canvassing

1. 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 <https://www.customs.gov.hk/en/service-enforcement-information/intellectual-property-rights-protection/index.htm> 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.
2. 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.
3. 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 expo.

Working Visa for On-site non-HK residents

All Exhibitor representatives who are not ordinarily residing in Hong Kong will be required to obtain a "Temporary Working Visa" and/or any other permits or approvals from the relevant authorities when they participate in a fair in Hong Kong involving retail sales activities. Alternatively, a local worker / local representative may be employed to conduct retail sales activities.

Any person who contravenes a condition of stay in force in respect of him shall be guilty of an offence. Should any Exhibitor representative fail to comply with the above regulation, the Organiser has the sole discretion to terminate the Exhibitor's participation in the Exhibition with immediate effect and/or to ban the Exhibitor from participating in any or all future HKTDC exhibitions. During the Exhibition (including move-in and move-out days), Exhibitors who would like to appoint non-HK residents to work at the booths, please note and comply with the Hong Kong Immigration Ordinance and 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 or she shall not take any employment whether paid or unpaid or establish or join in any business.

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, or join in any business 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 the exhibition have to apply for the appropriate visa. For any question, please contact the Immigration Department. [Tel: (852) 2824 6111, Fax: (852)



2877 7711, Website: <https://www.immd.gov.hk/eng/contactus/index.html> or Email: enquiry@immd.gov.hk

Non-working visa holders may wish to hire local temporary helpers to conduct retail sales. Please refer to Exhibitor Manual Section 5.5 for a list of temporary helper agencies.

Exhibitor and Contractor Badges

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 Expo. 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 Expo to be held in the following year, or to cancel its entitlement to exhibit in future at the Expo.

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) will be printed on booth fascias and exhibition guide map. The name that shown on the booth fascia/decoration (for custom built stands) and the exhibition guide map must be the same. Exhibitors who wish instead to show a brand/publication name or group company name on their booth fascia/decoration and exhibition guide map instead of their company name, MUST first request and obtain prior approval from the Organiser by providing the relevant documentation, to prove that the exhibitor's company is the brand/publication owner or is appropriately licensed thereby, or is a member of the same group of companies as the exhibitor, at least 3 months before the commencement of the Exhibition. The Organiser reserves the right NOT to accept any exhibitors' request if the documents submitted cannot, in the Organiser's absolute discretion, substantiate the brand/publication ownership or licensee/group company relationship. No display of brands/publication names or other company names on booth fascias/decorations is permitted save where the exhibitor has complied with this paragraph, and the Organiser reserves the right to request exhibitors to change their booth fascia/design or amend the booth decoration in case of non-compliance.

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.

Exhibits Display

Exhibitors should confine their display within the prescribed booth area. Exhibits 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 the relevant products/materials immediately once found without giving any warning and any compensation. Exhibitors must keep the cleanliness of the venue and not to jeopardise fire safety during the expo period. Packing boxes, pallets, trolley, etc. should be kept in the appropriate storage area. Exhibits should be displayed in a professional manner compatible with the image of the expo and conform to the safety standard. 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 Expo next year, delaying exhibitor's turn in selecting a stand for the Expo to be held in the following year, or to cancel its entitlement to exhibit in future at the Expo.

Decoration of Booth

1. 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 exhibitors' expenses which are considered do not conform to the standard and set-out of the exhibitor or do not fall within the exhibit description of the exhibition.
2. The display shelves cannot hold too many exhibits. To avoid collapse of the display shelves, please do not put too many and heavy exhibits onto the shelves. Any damages occurred will result in compensation to the contractor.
3. Also please make sure that all stickers, posters and any adhesive articles will be removed from all the wall panels when you check out the Expo. If not, any cleaning service charge incurred in this regard has to be borne by the exhibitor concerned.

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 25 July 2023. 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 (including but not limited to all books, other publications and other products) 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 recycle bins in the exhibition venue. If an exhibitor fails to comply with the above requirements, the Organiser reserves the right to penalize such exhibitor, including but not limited to requesting the exhibitor concerned to pay an extra deposit for the exhibitor's participation at any future Sports and Leisure Expos, delaying the exhibitor's turn in selecting a stand at any future Sports and Leisure Expos, or to cancel its entitlement to exhibit at any future Sports and Leisure Expos. 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.

**Replenishment of Exhibits**

Exhibitors could transfer their exhibits from the temporary storage to their booth(s) 90 minutes before the expo opens during 19-24 July and 60 minutes before the expo starts on 25 July. Exhibitors could also replenish their exhibits by vehicles daily to the temporary storage area. Starting from 30 minutes before the opening of the expo until the expo 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.

Sound level and Loud Hailers1) 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, **demonstrations 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 expo venue.

Caution on Third Party Promotional Offers from Fair Guide/Expo Guide/Event Fair/FAIR-Guide

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) (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/>

Code of Conducts

The Organiser shall have the right to terminate without notice an Exhibitor's right to exhibit in the Exhibition and to close the Stand immediately at the Exhibitors' expense if an 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. Exhibitors must pay due respect to visitors and other exhibitors. 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.

Protect the Environment, Reduce Wastage

To protect the environment and encourage collection of recyclable materials, you are recommended to print less and use recycling papers to print your promotional materials. In addition, the Organiser will set up waste separation bins to collect recyclable materials (waste paper, aluminum cans and plastic bottles).

Plastic Shopping Bag (PSB) Charging

Effective from 1 April 2015, the Plastic Shopping Bag (PSB) Charging has been implemented in Hong Kong. Under the Enhanced Plastic Shopping Bag (PSB) Charging Scheme with effect from 31 December 2022, the seller of goods by retail shall charge the customer an amount not less than \$1 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/en/index.html.

Food & Beverages

According to the regulations of the Hong Kong Convention & Exhibition Centre, outside food and beverages are not allowed to be taken into the exhibition venue. Exhibitors may have food and drinks at the restaurants at the designed areas list below. In order to maintain a clear and tidy exhibition area, consumption of food is not recommended at the booth. Dining area of the Hong Kong Convention & Exhibition Centre:

- Grand Hall, Level 3
- Hall 5E
- Traders
- Port Cafe

**Health and Comfort Come First at Smoke-Free HKCEC**

From 1st 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.

Other Important Notes

The Exhibitor warrants that the exhibits and packages thereof, or any goods, 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, events, competitions or schemes conducted at the Stand or otherwise at or during the Fair do not violate any application license requirements and conditions or the any applicable the laws or regulations of Hong Kong SAR. Products exhibited or featured in the Publicity Material must be legal to market, sell, import to and possess in Hong Kong, and if any licences or permits are required for such marketing, selling, importation or possession or for conduct of Trade Promotion Competitions, the Exhibitor must be appropriately licensed or permitted. 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+.

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 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; or
- j) if the Organiser in its sole and absolute discretion decide that the Exhibitor's right to exhibit shall be terminated.