

Hong Kong Jewelry Manufacturers' Association
Rules for Exhibition Application & General Regulations for Exhibition

- 1. Definition**
In these Regulations, save as the context otherwise requires:
"Organizer" means the Hong Kong Jewelry Manufacturers' Association
"Exhibition Authority" means the organizer of the exhibition participated by HKJMA, which as promoter and organizer, is responsible for the regulation and control of all aspects of the Exhibition.
"These Regulations" means these Rules for exhibition application & General Regulations for Exhibition as amended from time to time by the Organizer.
"Application Form" means the form submitted in hard copy by which the Exhibitor applies to exhibit at the Exhibition.
"Exhibition" means the exhibition to be organized by the Organizer and/or exhibition authority as specified in the application form.
"Exhibition Venue" means the exhibition venue specified in the application form of the Organizer and/or exhibition authority or such other venue as notified to the Exhibitor in writing prior to the commencement of the Exhibition.
"Exhibitor" means a sole proprietor, a partnership, a limited company, or legal organization applying to exhibit at the Exhibition or, as the case may be, whose application to exhibit at the Exhibition has been accepted by the Organizer. For the purpose of doubt, "Exhibitor" shall include all employees' representatives and agents of such sole proprietor, partnership or limited company.
"Exhibitor Online Platform" means the online services (if any) provided by the Organizer (as defined below) at www.jewelryshows.org, 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 Organizer, and to these Conditions.
"Publicity Material" means the promotional gifts, catalogues, pamphlets and/or all and any advertisement or product with any promotional spirit whatsoever which an Exhibitor wishes to display, distribute or use at the Exhibition.
"Raw Exhibition Space" means the vacant exhibition space.
"Standard Booth" means a booth referred to in clauses 6 of these Regulations
"Exhibition Space" means the area for exhibition represented by the raw exhibition space or standard booth and/or other designated area allocated to Exhibitor in accordance with clause 4 of these Regulations.
- 2. Eligibility for the Conditions of Participation**
- 2.1 The Organizer and/or exhibition authority has the sole and absolute discretion in relation to the admission of Exhibitors. Until an Exhibitor's application has been accepted in writing by the Organizer, no rights to exhibit shall be regarded as having been granted by the Organizer and/or Exhibition Authority notwithstanding payment or acceptance of the full rental submitted with the application. The Organizer and/or Exhibition Authority reserves the right to decline any application without giving any reason.
- 2.2 All Exhibitors must be legally registered companies/organizations carrying on business either in Hong Kong or in their country of origin in accordance with applicable laws. The Organizer and/or Exhibition Authority may require Exhibitors to produce 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 Organizer and/or Exhibition Authority for proof that they are carrying on a business in material linkage with the jewelry industry at any time. Unless otherwise notified by the Organizer in writing, original documents should not be submitted as the Organizer cannot guarantee to return them.
- 2.3 The Organizer reserves the right to maintain a record of those Exhibitors who have breached clause 9.2 and 9.13 of these Regulations 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 exhibition related events arranged by the Organizer.
- 2.4 The Exhibitor warrants that the Application Form and all other documents and information submitted to the Organizer in connection with it shall be true, complete, and up-to-date.
- 3. Application, Payment and Refund**
- 3.1 The appropriate application fee must accompany each exhibition application. Unless there is separate arrangement prior the application, all application fee will not be refunded. Please refer to the provisions stipulated in the application form in relation to the documents required and points for attention being required for submission of the application.
- 3.2 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 Organizer 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.
- 3.3 The application fee and all other monies payable to the Organizer 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 Organizer, 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 Organizer 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 Organizer may include any applicable tax chargeable in accordance with the applicable laws.
- 3.4 The Organizer and/or Exhibition Authority reserves the right to demand additional, non-interest bearing deposit(s) at any time as a guarantee for compensation of actual or potential damage.
- 3.5 In the event that an application for Exhibition Space is not accepted the application fee paid shall be refunded by the Organizer and/or Exhibition Authority without interest to the applicant within 30 working days from the date of notice of rejection of the application.
- 3.6 Notwithstanding any reason, the application fee paid will be forfeited unless the exhibition application is rejected or has been declined (including overbooking).
- 4. Use of Online Service**
- 4.1 Subject to service availability and the consent of the Organizer, the Exhibitor may use online services provided by the Organizer including via the Online Exhibitor Registration System by logging in with company name and password ("Password") in accordance with any guidance provided by the Organizer. The Organizer only provides an online platform for Exhibitor to submit service order for the Exhibition. The Organizer shall in no circumstances be liable to the Exhibitor or any other person for any unauthorized 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 occur.
- 4.2 If the online services are available to the Exhibitor, the Exhibitor may change its Password at any time, but such change shall only be effective if accepted by the Organizer.
- 4.3 The Exhibitor shall in good faith exercise reasonable care and diligence to keep its Password confidential. At no time and under no circumstances shall the Exhibitor disclose its Password to any other person.
- 4.4 The Exhibitor shall be responsible in full for any unauthorized disclosure of the Password to any other person and shall bear all risks of the same being used by any unauthorized persons or for any unauthorized purposes.
- 4.5 Upon notice or suspicion of the Password being disclosed to or coming into the possession or control of any unauthorized person, or of any unauthorized use of the Organizer's online services being made, the Exhibitor shall notify the Organizer immediately and, until the Organizer's actual receipt of such notification, the Exhibitor shall remain responsible for all and any unauthorized use of the online services.
- 5. Space Allocation**
- 5.1 The Organizer and/or Exhibition Authority has the sole and absolute discretion in allotting Exhibition Space and/or the location of Stands. All decisions to such effect shall be final and no request for change will be entertained.
- 5.2 "Booth location allocation meeting" tailor-made by the Organizer for different exhibitions and stipulating the procedure for the allocation and choice of all Exhibition Space in details will be received (by Exhibitors) after acceptance of all eligible exhibition applicants (be issued at least five working days before the booth ballot/allocation meeting).
- 5.3 If Exhibitor wants to change area applied under its exhibition application, it has to be submitted before issue of the "Booth location allocation meeting"; otherwise the Organizer will only consider the change request after completion of all procedures in pursuance with the "Booth location allocation meeting" of the exhibition.
- 5.4 Exhibitor wishing to apply for corner booth should indicate this request clearly in the application form.
- Approval thereof depends upon the application status and the booth location allocation status. Unless all corner booths are chosen, Exhibitor indicating such request for corner booth should take the corner booth.
- 5.5 Any Exhibitor who wishes to use a name on its Booth which is different to that submitted on its application form must submit written notice of this change to the Organizer at least three months prior to the commencement of the Exhibition together with the following:-
- (a) documentation (in form and substance satisfactory to the Organizer and/or Exhibition Authority) signed by a certified accountant or the company secretary (if Exhibitor is a registered limited liability company) to prove that only the name of the company has changed and not its ownership; or
- (b) other documentation (in form and substance satisfactory to the Organizer and/or Exhibition Authority) to show that the new name belongs to a wholly-owned subsidiary of the applicant.
- 5.6 If dissolution happens between the existing two or more partners of the exhibition application of an Exhibitor is accepted by the Organizer and/or Exhibition Authority, the Organizer and/or Exhibition Authority shall have the right to make the following arrangement in relation to the Exhibition Space :-
- (a) allot the Exhibition Space to the largest partner of the original Exhibitor and allow such partner to use the initial company name for the exhibition provided that it will be displaying the same category of products as the original Exhibitor; or
- (b) if the shareholding is divided evenly then the Organizer and/or Exhibition Authority reserves the rights to terminate all the arrangement with the original Exhibitor and reallocate the Exhibition Space unless partners concerned can reach an agreement among themselves regarding the transfer of the right to exhibit of which the Organizer is notified at least 3 months prior to the commencement of the Exhibition.
- 5.7 The Organizer has the right at its sole and absolute discretion to prevent Exhibitors from having more than one Booth at the Exhibition.
- 5.8 The Organizer and/or Exhibition Authority has the right to prevent two or more Exhibitors with a common shareholder structure (inclusive of Exhibitors whose application have been accepted) to consolidate the Exhibition Space or to display the same goods or product range at separate Stands.
- 6. Assembling, repairing, altering and dismantling Stands on Raw Exhibition Space**
- 6.1 For Exhibitors taking up Raw Exhibition Space, the design of their booth and the construction arrangement must comply with the regulations of the Organizer and/or Exhibition Authority and/or Exhibition Venue and the applicable safety regulations.
- 6.2 Original plans and design proposals for Raw Exhibition Space must be submitted in duplicate to reach the Organizer and/or Exhibition Authority for approval not later than six weeks before the commencement of the Exhibition. Drawings submitted must be in a reasonable scale of not less than 1:100, fully dimensioned and must contain information such as floor lay-out plan, booth elevation, fittings, carpeting, colours and materials to be used, moving exhibits, audio-visual equipment, weights and point loading of exhibits.
- 6.3 No construction may be erected at the Exhibition Venue unless the plans and design proposals thereof have been approved in writing The Organizer and/or Exhibition Authority has sole and absolute discretion to approve the plans and design proposals and reserve the rights for final decision.
- 6.4 Stands and exhibits shall not exceed the maximum floor loading limit.
- 6.5 There shall be no suspension of light fittings or booth assemble parts from the ceiling structure of the Exhibition Venue unless prior approval in writing is obtained from the Organizer and/or Exhibition Authority.
- 6.6 There shall be no fixings to the surface of the floors to secure margin boards and other booth fittings unless prior approval in writing is obtained from the Organizer and/or Exhibition Authority.
- 6.7 Booth assembling, installation and decoration must be carried out within the time limits specified by the Organizer and/or Exhibition Authority. The Organizer and/or Exhibition Authority reserves the right to assemble, install or decorate any Exhibition Space or Booth which is not completed by the stipulated time at the Exhibitor's expense.
- 6.8 Work of any kind carried out at the Exhibition Venue must conform to the requirement of the relevant local laws and regulations specified by the Organizer and/or Exhibition Authority. This applies to the Exhibitor, its agents, contractors and subcontractors strictly. The Organizer and/or Exhibition Authority reserves the right to stop any work which contravenes with any of these laws and regulations (including the required standard, rules and recognized stipulations of the Organizer, Exhibition Authority and/or exhibition venue) or alter or remove without notice any Booth which differs from these laws and recognized stipulations. The Exhibitor shall have no claim against the Organizer and/or its agents for any loss or damage relating thereto. There shall be no claim whatsoever against the Organizer or its agents for any extra cost for reconstructing the booth in accordance with the regulations of the Organizer and/or Exhibition Authority and/or Exhibition Venue or other related loss or damage that may be incurred.
- 6.9 Repairs or alterations to the Booth may only be carried out after the Exhibition is closed to the public and with prior written agreement of the Organizer and/or Exhibition Authority.
- 6.10 No Booth shall be dismantled or removed before the official closing time of the Exhibition on the last day of Exhibition unless special permission has been granted in writing by the Organizer and/or Exhibition Authority.
- 6.11 The transporting, assembling, dismantling and the removing of self-constructed Stands are the responsibility of the Exhibitor. All such work must be carried out within the time limits specified by the Organizer and/or Exhibition Authority unless otherwise stipulated by the Organizer and/or Exhibition Authority.
- 7. Standard Booths**
- 7.1 Standard Booths are provided by such contractor as designated by the Organizer and/or Exhibition Authority and are of a standard design. No variation of the Standard Booth (including but not limited to its fascia board, lettering and fittings) shall be conducted unless prior written approval is given by the Organizer and/or Exhibition Authority.
- 7.2 No decoration, booth fitting or exhibit shall exceed the height of the Standard Booth.
- 8. Electricity**
- 8.1 Only electricity can be used as a source of light or power at the Exhibition Venue.
- 8.2 All electrical works shall be carried out by such contractor as designated by Organizer and/or Exhibition Authority at Exhibitor's expense. Design plan or proposals for electrical installation must be submitted to reach the Organizer and/or Exhibition Authority for approval not later than six weeks before the commencement of the Exhibition.
- 8.3 Electricity, whether from the mains, batteries or generators shall be operated in accordance with the safety standard regulations and/or additional provisions of the Exhibition Venue.
- 9. Use of Booth & Safety Matters**
- 9.1 The Exhibition Space is licensed strictly to the Exhibitor for trade promotion purpose only for the duration of the Exhibition. Exhibitor is required to use the Space allocated in a manner satisfactory to the Organizer and/or Exhibition Authority both during assembling and installation of Booth as well as at the Exhibition. The Organizer and/or Exhibition Authority reserves the right to clear all or part of the Exhibition Space allocated to the Exhibitor at Exhibitor's expense without notice should it not be satisfied with the way the Exhibition Space is being used. Save as provided in these Regulations, no Exhibitor shall have any claim for any refund in respect of application fee for any Exhibition Space or any other monies paid.
- 9.2 The Exhibitor's license to exhibit at the Exhibition is upon a non-exclusive basis and on a non-exclusive circumstances, the license to use the Exhibition Space is personal to the Exhibitor and shall not be transferred, assigned, sub-contracted, sub-let or otherwise howsoever utilized by any third party. Any Exhibitor who is found by the Organizer and/or the Exhibition Authority (in the absolute determination of the Organizer and/or the Exhibition Authority) to have transferred, assigned, sub-contracted, sub-let or otherwise howsoever shared its Exhibition Space or Booth with a third party or allowed the same to be howsoever utilized by a third party, will be obliged to immediately withdraw from the Exhibition, dismantle its Booth and remove its exhibits at its own expense.
- 9.3 Any Exhibitor intending to promote, 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 Exhibition Space, the Exhibitor must apply in writing to the Organizer and/or Exhibition Authority 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 Organizer and/or Exhibition Authority is entitled 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 9.2 of these Regulations if the Exhibitor distributes or

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- displays any business card, material or exhibit bearing a third party's name or allow the presence of any person other than its employee on its Exhibition Space without the prior permission of the Organizer and/or Exhibition Authority or in violation of any condition so imposed aforesaid.
- 9.4 No advertising or demonstration, including the staging of any fashion show, will be allowed at the Exhibition Venue unless the Organizer's advance approval in writing is obtained.
- 9.5 Any public promotion in the exhibition venue by way of use of musical record requires the permission of relevant bodies particularly the written approval of the copyright owner or organization of the song. All fees and legal responsibility shall be borne by the Exhibitor.
- 9.6 Publicity Materials of any Exhibitor may only be distributed from the Exhibitor's own Stand. No advertising, demonstration or touting 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.
- 9.7 The Exhibitor may only display exhibits and advertising materials which correspond to the product category zone as stated in the booth confirmation letter of the Exhibition.
- 9.8 The Exhibitor shall not hang on, or otherwise adhere to, the fascia boards any stickers, posters, hangers or other materials.
- 9.9 Exhibitor's Booth must be manned by an authorized and competent representative of the Exhibitor at all times during the Exhibition. Such representative must be fully conversant with the Exhibitor's products and/or services and shall be duly authorized to negotiate and conclude contracts for the sale of the Exhibitor's products or services. The Exhibitor shall produce confirmation document (in such form as may be reasonably required by the Organizer and/or Exhibition Authority) that the representative shall comply with these Regulations and/or all directions which the Organizer and/or Exhibition Authority or its agents may give before or during the Exhibition.
- 9.10 Organizer and/or Exhibition Authority shall be entitled to remove or require the Exhibitor to remove forthwith, at the Exhibitor's expense, from any Booth or any area or Space made available to any Exhibitor, any goods, Publicity Material, items or things displayed 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.
- 9.11 The Exhibitor warrants that the exhibits and packages thereof and the Publicity Material or any other part of the display on the Stand/ Exhibitor's Website/ or Organizer's online or mobile platform do not violate the laws of Hong Kong SAR. Products exhibited or featured in the Publicity Material must be legal to market, sell, import to and possess in Hong Kong and if any licences or permits are required for such marketing, selling, importation or possession the Exhibitor must be appropriately licensed or permitted. The Exhibitor must at all times be compliant with any laws or regulations governing the marketing, sale, importation, and possession of such products. Without limiting the foregoing, display of the following items are strictly prohibited: offensive weapons, firearms, ammunition, explosives, radioactive materials, flammable and inflammable substances, obscene articles, poisons and illegal drugs and associated paraphernalia. The Exhibitor agrees to fully indemnify the Organizer and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any breach of this condition.
- 9.12 The Exhibitor warrants that the exhibits and product packages and the Publicity Material or any other part of the display on the Booth do not in any way whatever violate or infringe any third party's rights including all intellectual property rights including but not limited to trade marks, copyright, designs, names, and patents whether registered or otherwise. The Exhibitor agrees to fully indemnify the Organizer and/or Exhibition Authority 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 Exhibition Authority and/or the latter's agents, representatives, contractors or employees of such third party's rights.
- 9.13 The Exhibitor agrees that it shall comply with any Exhibitors' Brief on the Protection of Intellectual Property Rights that the Organizer and/or Exhibition Authority 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 Organizer and/or Exhibition Authority is entitled to ban the Exhibitor and any of its parent, associate, affiliated and/or subsidiary companies from any or all future exhibitions 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.
- 9.14 If a Exhibitor complainant ("complainant") files a complaint with the Organizer and/or Exhibition Authority and requests the Organizer and/or Exhibition Authority to take action against another Exhibitor, the complainant must agree to hold the Organizer and/or Exhibition Authority, 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 Organizer and/or Exhibition Authority, 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 Organizer and/or Exhibition Authority, 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.
- 9.15 All audio-visual equipment must generate a noise level which does not cause any annoyance or inconvenience to other Exhibitors or visitors.
- 9.16 No Exhibitor shall engage in or permit filming, sound or video recording, telecasting and broadcasting outside the Exhibition Space being utilized by the Exhibitor unless prior written approval is obtained from the Organizer and/or Exhibition Authority.
- 9.17 Public auctions shall not be permitted at the Exhibition Venue under any circumstances.
- 9.18 Full particulars of all personnel, agents or representatives of the Exhibitor must be submitted to the Organizer and/or Exhibition Authority 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 Organizer and/or Exhibition Authority ("authorized personnel") will be issued with badges for identification and admission purposes, and such badges are non-transferable. The Exhibitor must follow the proper procedures prescribed by the Organizer should they need to apply for additional badges for their personnel. The Exhibitor acknowledges that the badges are the property of the Organizer and that the Organizer owns all intellectual property rights in the badges. The Exhibitor hereby undertake to procure that its authorized personnel shall:-
- (a) only display their badges conspicuously whilst at the Exhibition Venue;
- (b) not to make any unauthorized copies of or otherwise reproduce any badge ("Unauthorized Badge"), or make available copies of, use or permit any third party to use any Unauthorized Badges;
- (c) do not pass their badges for use by any other person;
- (d) return their badges to the Organizer and/or Exhibition Authority at the conclusion of the Exhibition upon demand by the Organizer and/or Exhibition Authority;
- (e) comply with all stipulations being exercised upon Exhibitors in pursuance with these Regulations; and
- (f) comply with all obligations imposed on them as the condition of approval of their admission to the Exhibition by the Organizer and/or Exhibition Authority.
- Should the Organizer find any unauthorized or inappropriate use of badges by any person, the Organizer 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 Organizer to process and issue additional badges for the Exhibitor;
- (c) impose penalty on the Exhibitor as the Organizer 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 organized by the Organizer in the future; and/or
- (d) take any further legal actions against the Exhibitor for the unauthorized use or inappropriate use of the badge.
- 9.19 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 operating exhibits. Such exhibits shall only be demonstrated or operated by competent persons authorized by the Exhibitor and shall not be operated in the absence of such persons. Display of such exhibits must be subject to the Organizer and/or Exhibition Authority's prior written approval.
- 9.20 The use of laser products at the Exhibition requires prior approval in writing from the Organizer and/or Exhibition Authority. Application for approval of such use must be submitted to the Organizer and/or Exhibition Authority not later than 6 weeks before the commencement of the Exhibition.
- 9.21 Gas-filled balloons shall not be used at the Exhibition Venue under any circumstances.
- 9.22 No exhibits shall be dismantled or removed before the official closing time of the Exhibition unless special permission in writing has been given by the Organizer and/or Exhibition Authority.
- 10. Publicity & Obligation to keep secret**
- 10.1 The Organizer and/or Exhibition Authority shall arrange and be responsible for all publicity arrangements for the Exhibition. 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.
- 10.2 The Exhibitor shall not disclose, appropriate or use and shall not allow its representative at the Exhibition from disclosing, appropriating or using any technical or confidential information regarding the business or affairs of the Organizer and/or Exhibition Authority or any of the Exhibitors at the Exhibition acquired by way of the Exhibitor's license to exhibit at the Exhibition.
- 11. Move-in and Move-out of Booth Materials/Publicity Material & Exhibits**
- 11.1 Exhibitor shall move into the Exhibition Venue according to the arrangements and within the time limits specified by the Organizer and/or Exhibition Authority.
- 11.2 The arrangement and fee for transporting goods to and from the Exhibition Venue and the receiving, decorating and removing the exhibits are entirely the responsibility of the Exhibitor.
- 11.3 No oil compressed trolleys shall be allowed in any carpeted areas of the Exhibition Venue.
- 11.4 All exhibits, Booth materials/Publicity Material, Booth materials and the like display items of the Exhibitor shall be removed by the relevant Exhibitor immediately after the closing of the Exhibition according to the arrangements and within the time limits specified by the Organizer and/or Exhibition Authority. Any exhibits or Booth material/Publicity Materials left behind at the Exhibition Venue shall be deemed abandoned and shall be disposed of by the Organizer and/or Exhibition Authority at the expense of the Exhibitor concerned. All proceeds (if any) of such disposal shall be retained by the Organizer and/or Exhibition Authority which shall not be obliged to account for the proceeds to the relevant Exhibitor.
- 11.5 The removal and disposal of crates and booth fittings or materials are not covered by the rental. The Exhibitor shall be responsible to settle the additional charge reasonably levied by the Organizer and/or Exhibition Authority including the Exhibition Venue.
- 11.6 The Organizer and/or Exhibition Authority 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, which decision shall not be challenged by the Exhibitor.
- 12. Links to Exhibitor's Web Site and Content**
- 12.1 The Exhibitor's Web site should:
- (a) be professionally prepared, organized and maintained in a presentable and respectable manner, compatible with the quality image of the Organizer and/or Exhibition Authority;
- (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 Organizer and/or Exhibition Authority's Web site; and
- (d) not be a database or contain any link to other Web sites.
- 12.2 The Exhibitor agrees to and welcomes the Organizer's establishment and provision of a hypertext link to the Exhibitor's Web site on the Organizer's Web site for such duration as the Organizer shall determine. The Exhibitor agrees that the Organizer shall not be liable for any loss or liability whatsoever arising from or in connection with the Organizer's provision or removal of the hypertext link or any service interruptions of the Organizer's Web site (whether caused by the Organizer or its employees or not).
- 12.3 The Exhibitor warrants to the Organizer 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, organizations, entities, products, services or otherwise;
- (b) obscene or indecent articles;
- (c) messages, statements or material which may be considered violent, racist, harmful or otherwise objectionable in nature;
- (d) any other 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.
- (f) infringing any intellectual property rights or other rights of any third party;
- (g) in violation of any international conventions, codes or regulations or any applicable laws which are applicable to the Organizer or the Internet or its usage; and
- (h) unfavourable to the image of the Organizer or otherwise undesirable.
- 12.4 The Exhibitor hereby undertakes to the Organizer 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 Organizer 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 Organizer;
- (c) inform the Organizer of any changes made to the name of a web page on the Exhibitor's Web site or its home page.
- 12.5 Where the Exhibitor is using online services provided by the Organizer and/or has registered for those services by applying for a Username, including via the Exhibitor Online Registration System, it shall not allow any person other than those authorized 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 unauthorized or illegal purpose or activity. The Exhibitor shall notify the Organizer as soon as practicable if it becomes aware of any such use. Organizer reserves the right at any time to bar access to or delete the link between the Organizer's Web site and the Exhibitors' Website without notice and without giving any prior notice or reasons therefor. The Exhibitor irrevocably waives all rights to bring any claim or action against the Organizer 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 Organizer's Web site.
- 12.6 Should there be any intruder of the Exhibitor's Web Site through the link provided by the Organizer for illegal or unauthorized use of information at the Exhibitor's Web site, or for the purpose of any infringing conduct, the Organizer shall not be held responsible whatsoever.
- 12.7 The Exhibitor undertakes to fully indemnify and at all time to keep indemnified in full the Organizer from and against all losses, liabilities, legal actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses whatsoever and wherever arising which the Organizer may suffer or incur by reason of or in relation to or otherwise associated with its hypertext link to the Exhibitor's web site.
- 13. Termination of Right to Exhibit**
- 13.1 The Organizer shall have the right to terminate without notice an Exhibitor's right to exhibit in the Exhibition and to close the Booth 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 these Regulations or any additional rules and regulations; 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 Organizer and/or Exhibition Authority, does not conform to the nature and purpose of the Exhibition, or interferes with the rights of other Exhibitors at the Exhibition; or
- (d) if the Exhibitor displays prices, publish slogan banners or sells goods to private persons or makes immediate delivery of goods in the Exhibition Venue; or
- (e) if the Exhibition Space or Booth is not occupied by the Exhibitor 30 minutes before the opening hour on the first exhibition day of the Exhibition, the Exhibitor shall be deemed to have withdrawn from the

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Exhibition, and the Organizer shall have the right to use or allocate the Exhibition Space of such Exhibitor as it deems appropriate. The application fee paid will be forfeited as if the Exhibitor had cancelled the participation as of such date; or

- (f) if the Exhibitor's display on its booth incorporates less than 80% of its display area exhibiting the appropriate products corresponding to the product category zone as stated in the booth confirmation letter of the Exhibition or incorporates any product which does not correspond to the product listing as stated in the application form of the Exhibition; or
- (g) if the Exhibitor is found to be acting in a discriminatory manner against certain visitors at the Exhibition or
- (h) if the Exhibitor is found to have committed any act which, in the opinion of the Organizer and/or Exhibition Authority, might prejudice or damage the reputation and/or image of the Organizer, its industries and/or Exhibition Authority. Areas of concern include product safety intellectual property rights, labour rights and environmental laws etc; or
- (i) if the Exhibitor is charged with or convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibition or the Organizer and/or Exhibition Authority into disrepute; or
- (j) if the Exhibitor is in breach of any applicable local laws, rules or regulations of the Exhibition Venue; or
- (k) if the Organizer and/or Exhibition Authority in its sole and absolute discretion decide that the Exhibitor's right to exhibit shall be terminated.

13.2 In the event that an Exhibitor's right to exhibit in the Exhibition is terminated under clause 13.1 (a), (b), (c), (d), (e), (f), (g), (h), (i) or (j) of these Regulations, the Exhibitor shall have no claim for refund of any monies paid to the Organizer and/or Exhibition Authority.

13.3 The Organizer and/or Exhibition Authority shall return to the Exhibitor all rental paid in the event of a termination of the Exhibitor's right to exhibit under clause 13.1 (k) of the Conditions. The Exhibitor shall have no other claims against the Organizer and/or Exhibition Authority for any of its loss or damages in connection with any such termination.

14. Postponement and Cancellation of Exhibition

14.1 The Organizer and/or Exhibition Authority 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 Organizer and/or Exhibition Authority 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 Organizer and/or Exhibition Authority'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, disruption of major transport system, system malfunctions or failure of telecommunications or other electronic communications) that make it, in the opinion of the Organizer and/or Exhibition Authority, impossible or impractical or undesirable for the Organizer and/or Exhibition Authority to hold the Exhibition as initially planned. The Exhibitor shall have no claim against the Organizer and/or Exhibition Authority 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, alteration, reduction, shortening or extension made in accordance with this provision.

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

14.3 Exhibitor's request for withdrawal from an exhibition must be submitted to the Organizer in writing not later than eight weeks prior to the commencement of the exhibition. The Organizer will arrange a replacement from the waiting list (if any) or the Exhibitor will find a substitute company that is in compliance with the requirement of the Organizer for settlement in full of the entire exhibition fee(s) (on the booth(s) withdrew including the corner charge and/or additional charge); the Organizer will refund the participation fee(s) within 10 working days after the conclusion of the exhibition (90% for member and 80% for non-member).

Exhibitor's request for partial withdrawal from an exhibition must submit to the Organizer in writing not later than eight weeks prior to the commencement of the exhibition. Exhibitor's request for partial withdrawal from an exhibition must not over 60% of the original booth size. The organizer will arrange a replacement from the waiting list (if any) or the Exhibitor will find a substitute company that is in compliance with the requirement of the Organizer for settlement in full of the entire exhibition fee(s) (on the booth(s) withdrew including the corner charge and/or additional charge); the organizer will arrange refund of paid fee(s) within 10 working days after the conclusion of the exhibition (70% for member & 60% for non-member).

15. Non-waiver declaration & reservation of right declaration

15.1 The waiver by the Organizer of any of these Regulations shall not prevent the subsequent enforcement of these Regulations and shall not be deemed to act as a waiver in respect of any subsequent breach.

16. Indemnity, Insurance and Lien

16.1 The Exhibitor undertakes to fully indemnify and at all times hereafter to keep indemnified in full the Organizer and/or Exhibition Authority, its agents, representatives, contractors and employees on demand from and against all losses, liabilities, legal actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses whatsoever which they may suffer or incur by reason of or in relation to the negligence, wilful default or fraud of the Exhibitor in the performance of any agreement hereunder or any breach by the Exhibitor of these Regulations.

16.2 The Organizer 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, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the Organizer and/or Exhibition Authority upon request.

16.3 Raw Space exhibitors accept full responsibility for the safety of its booth and shall fully indemnify and at all times hereafter keep indemnified in full the Organizer, 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 booth and damage caused by a custom-built booth to the Exhibition Venue, the other Exhibitors, visitors, the Organizer or any other third parties.

16.4 The Exhibitor shall take out insurance policies to cover itself against all potential liabilities imposed on it in these Regulations as well as possible legal liability for negligence and shall produce such policy of insurance to the Organizer and/or Exhibition Authority 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 the Exhibition Venue and any property of the other Exhibitors or the Organizer and/or Exhibition Authority. 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.

16.5 The Organizer and/or Exhibition Authority reserve 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 Organizer and/or Exhibition Authority (including but not limited to claims for damages) in connection with the Exhibition.

17. Exclusion of Liability and Disclaimer

17.1 The Organizer 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 Organizer 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 Organizer or its agents or representatives in this connection.

17.2 The Exhibitor acknowledges and understands that the hosting of the Exhibition at the designated venue by the Organizer and/or Exhibition Authority may be subject to approval(s), permit(s) and/or licence(s) of the Venue and/or other third parties. Without affecting the operation of any other clauses in these Regulations, the Organizer and/or Exhibition Authority reserves the right to, in its sole and absolute discretion, change, reallocate or cancel the venue of the Exhibition in the event that any permit, license or approval from the Government or relevant authorities or any other third parties which is necessary or required for the Exhibition to take place at the initially designated venue is not

issued or cannot be obtained for whatever reason or where the hosting of the Exhibition at the initially designated venue is impermissible or impracticable or undesirable in the circumstances due to matters in relation to or connected with the construction, reconstruction, renovation or modification of the initially designated venue. In the event of any change, reallocation or cancellation of venue under this clause, the Exhibitor shall have the right to obtain from the Organizer and/or Exhibition Authority a full or pro-rata refund of any application fee or the unused portion of money related to such application paid to the Organizer and/or Exhibition Authority direct. If the application fee or any money paid in relation to such application was paid to any agent or representative of the Organizer and/or Exhibition Authority, the Organizer and/or Exhibition Authority shall have the responsibility to refund any such application fee or money paid to the Exhibitor only if the Organizer and/or Exhibition Authority has received the application fee and/or money from its agent or representative in full. In any event, the Organizer and/or Exhibition Authority is not responsible for and the Exhibitor shall have no claim against the Organizer and/or Exhibition Authority or its agents or representatives for any loss or damage of whatsoever nature and howsoever incurred or suffered in respect of any change, reallocation or cancellation of venue under this Clause.

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

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

17.5 Other than death or personal injury caused by the negligence of the Organizer or its employees, none of the Organizer and/or its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of any personal injury suffered by or caused to the Exhibitor, its agents, representatives, contractors or employees or any loss, injury or other damages occasioned to the products or other property of the Exhibitor or of such parties. 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 Organizer shall not be regarded as the negligence of the Organizer or its employees. Any approval granted by the Organizer pursuant to these Regulations shall not constitute any form of endorsement of the subject matter of the approval by the Organizer.

17.6 The Organizer 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.

17.7 The Exhibitor hereby agrees that the maximum liability of the Organizer under these Regulations shall not exceed the fee actually received by the Organizer and/or Exhibition Authority from the Exhibitor.

18. Additional Rules & Regulations

18.1 The Organizer reserves the right to interpret, alter and amend any of these Regulations and to issue additional rules and regulations (including but not limited to the application form, exhibitors' manual and booth allocation document) at any time it considers necessary for the orderly operation of the Exhibition. The amended Regulations and the additional rules and regulations shall become effective immediately upon posting of the same on the website of the Organizer. Once the amended Regulations and the additional rules and regulations have been posted on the website of the Organizer you will be deemed to have notice of the same and have accepted the amended Regulations and the additional rules and regulations. All interpretations of these Regulations and any additional rules and regulations by the Organizer shall be final and binding on the Exhibitor.

18.2 The Exhibitor shall abide by the terms of the application form, the rules and regulations of the Exhibition Venue and Exhibition Authority which are deemed to be integral parts of and incorporated into these Regulations. 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 Organizer on request. The Organizer reserves the right to include additional rules and regulations into the application form, the exhibitor manual and booth allocation documents and has the absolute authority to interpret and amend any portion being in conflict. The Organizer has the final authority to interpret and decide in respect of these Regulations and/or the additional rules and regulations.

18.3 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.

19. Notices

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

- To the Organizer either by electronic mail to enquiry@jewelry.org.hk ; fax to (852) 2362 3647; or post to Hong Kong Jewelry Manufacturers' Association, Unit G, 2/F Kaiser Estate Phase 2, 51 Man Yue Street, Hungghom, Kowloon, Hong Kong;
- To the Exhibitor either by the website at <http://www.jewelry.org.hk> 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 Organizer 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.

20. Conflict with Application Form

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

21. Language

21.1 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.

22. Governing Law

22.1 These Regulations shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the Exhibitor irrevocably submits to the exclusive jurisdiction of the Hong Kong courts.

For Chinese Version, please go to www.jewelry.org.hk

For enquiries, please contact:

Hong Kong Jewelry Manufacturers' Association

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Website 網址 : www.jewelry.org.hk



主辦機構: 香港珠寶製造業廠商會

Organizer: Hong Kong Jewelry Manufacturers' Association