

July 6, 2021

Total: 8 pages



**Oct 8(Fri) – 11(Mon), 2021**  
**Miami Beach Convention Center, U.S.A.**

Dear Members and Jewelers,

**WHY exhibit at our JIS Miami Show?**


The **JIS October Show**, held in Miami Beach, is the second largest jewelry tradeshow in the Americas, and brings together a variety of manufacturers, wholesalers and brands during one of the most important buying/restocking seasons of the year.

JIS October features some of the best show specials of the year, right in time for the holiday selling season. With Matchmaking, exhibitors are happy to build relationships with new and repeat customers for at-show delivery or orders.

Joining our Hong Kong Pavilion, you can enjoy group image and onsite support services from HKJMA. Interested companies please submit the application form with an appropriate cheque to HKJMA in order to secure your space in our Hong Kong pavilion before the application deadline, July 16, 2021.

Should you have any inquiries, please feel free to contact Ms. Vanico Cheng at 2122 5051 or Ms. Zita Cheung at 2122 5074.

Best regards,

  
Wings Cheung  
General Manager



# JIS Miami October 2021

<b>General Information</b>	
<b>Exhibitions</b>	JIS Miami October 2021
<b>Date</b>	October 8 - 11, 2021 (Friday - Monday) 4 days
<b>Organizer</b>	Reed Exhibitions
<b>Venue</b>	Miami Beach Convention Center, U.S.A.
<b>Products</b>	Fine Jewelry, gold, diamond, pearl, silver, precious stone, watches and other jewelry display etc.
<b>China HK Exclusive Agent</b>	<b>Hong Kong Jewelry Manufacturers' Association</b>
<b>Participation Cost</b>	
<b>Participation fee</b> (9 sq. m fully furnished booth)	<b>HK\$60,000</b> (HKJMA Member)
	<b>HK\$63,500</b> (Standard Rate)
*Participation fee includes a fully furnished booth ( <b>Hardwall</b> , One 6ft standard white showcase with built-in <b>LED light</b> , One track light with 2 lights, One table, Two chairs, One 500watt electrical outlet), and a series of promotion of the Hong Kong Pavilion etc.	
<b>Corner Charge</b> (Subject to availability) (Optional)	<b>HK\$5,300</b> per corner
<b>Travelling Cost</b>	
<b>Round Trip Air Ticket</b>	*Approx. <b>HK\$12,000</b> per person on economy class
<b>Hotel Accommodation</b>	*Approx. <b>HK\$1,200</b> per night (twin bed room)
<b>Application Deadline</b>	<b>July 16, 2021 (Friday)</b>

*\*The above information is for reference only and subject to change if necessary*

**Must be returned in Original**

**Deadline: July 16, 2021**



# Jewelers International Showcase (JIS) Miami October 2021

October 8 -11, 2021 (Fri - Mon)/ Miami Beach Convention Center, Miami, U.S.A.

## Hong Kong Pavilion ~ Application Form / Contract

HK Pavilion Organizer: Hong Kong Jewelry Manufacturers' Association (HKJMA)  
 Address: Unit G, 2/F., Kaiser Estate Phase 2, 51 Man Yue Street, Hunghom, Kowloon, HK  
 Tel.: (852) 2766 3002 Fax: (852) 2362 3647  
 Contact Person: Ms. Zita Cheung (2122-5074) / Ms. Vanico Cheng (2122-5051)

### Part I General Information

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: Mr./Mrs./Ms \_\_\_\_\_ Title: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Product to be exhibit: \_\_\_\_\_  
 HKJMA Membership<sup>(1)</sup>:  HKJMA member (Membership No. \_\_\_\_\_)  Non-member  
 (1) Please check "✓" in the appropriate box.

### Part II Required Documents

Applicant is required to return the following documents to HKJMA office:

HKJMA Member Applicant	Non-member Applicant
1. The original of this Application Form/Contract.	1. The original of this Application Form/Contract.
2. Appropriate payment (for deposit, balance post-dated cheque & corner charge).	2. Appropriate payment (for deposit, balance post-dated cheque & corner charge).
	3. Form of "Non-Member Company Information".
	4. A copy of valid Hong Kong Business Registration.

### Part III Participation Fee

- HKJMA members can enjoy the "Member Special Rate".
- The Participation Fee indicated below is fully furnished booth (Hardwall, One 6ft standard white showcase with built-in LED light, One track light with 2 lights, One table, Two chairs, One 500watt electrical outlet), and a series of promotion of the Hong Kong Pavilion. (Subject to change if necessary)

The ownership of corner booth in JIS Miami October Show 2021 is one-year basis. And it will be determined by open ballot every year and subject to space availability.

Please check " ✓ " in the appropriate box (es) below and indicate booth size & payment amount.

	Participation Fee		
	9 sq.m.	18 sq.m.	Amount (HK\$)
<b>Member Rate</b>	<input type="checkbox"/> HK\$ 60,000	<input type="checkbox"/> HK\$120,000	
<b>Standard Rate</b>	<input type="checkbox"/> HK\$ 63,500	<input type="checkbox"/> HK\$ 127,000	
<b>Corner Charge</b>	<input type="checkbox"/> HK\$ 5,300 per corner (optional)		
	<b>Total Amount:</b>		

**\*Booth sizes 9sq.m. and 18sq.m. exhibitors can only apply for ONE corner.**

## Part IV Payment

- All cheques should be submitted to HKJMA with this duly signed application form/contract upon application.
- Cross Cheque should be made payable to "**Hong Kong Jewelry Manufacturers' Association Ltd.**".

ITEM	DUE DATE	AMOUNT	CHEQUE NO.
100% of Space Rental Fee	July 16, 2021	HK\$	
100% of Corner Charge	July 16, 2021	HK\$ (if applicable)	

- \* Application will only be considered if the duly completed Application Form/Contract is submitted to HKJMA office with all cheques as instructed above or bank-in receipt for space rental fee and corner charge payment (if applicable) **by July 16, 2021. No application will be considered in the absence of payment.**
- \* The participation fee does not include the overnight storage fee for valuable goods.

## Part V Rules & Regulations for applying & Exhibiting in HKJMA Exhibitions/Delegations

Please read through "Rules for Exhibition Application & General Regulations for Exhibition" on p. 5 – 8.

## Part VI Terms & Conditions

- Application and participation in HKJMA's exhibitions/ delegations are bound by "Terms of Application and Exhibitions Rules & Regulations", "The Booth Location Assignment policy" & "Rules & Regulations for Applying Booths and Booth Location Assignment"
- Application will only be considered if the duly completed Application Form/ Contract is submitted to HKJMA office with appropriate payment as instructed at Part IV on or before **July 16, 2021**. No application will be considered in the absence of payment.
- HKJMA will organize a delegation to participate the captioned show only if there are 10 booths or above applying by **July 16, 2021**. If HKJMA fails to organize a delegation, the exhibitor will get full refund of their paid deposit.
- In the event that the Show Organizer and or HKJMA decided to cancel or postpone the show to a new date and or new venue, or the exhibitor decided to withdraw from the show apart from the aforesaid reasons, the paid amount will not be refunded except in case of the application being declined by HKJMA or the captioned show organizer.
- Move-out Early or Absence is not allowed. Penalties will occur if exhibitor move-out early or absence for the exhibition without proper notification.
  - One point will be deducted for joining the same exhibition in future (one-off) with booth selection rights automatically down to the last one of his/her respective group;
  - One point will be deducted in the immediate coming exhibition enrolled with booth selection rights automatically down to the last one of his/her respective group
- Company Name on Fascia Board:  
Exhibitor must provide all necessary documents to HKJMA for approval (please refer to Rules for Exhibition Application & General Regulations for Exhibition; clause 5.4); both exhibitor and intended names will be imprinted on fascia board once approved.
- Applicant(s) &/or representative(s) should ensure punctual attendance to booth allotment &/or subsequent meeting(s) or to send in valid preference form within prescribed time. Failure will lead to HKJMA direct assignment of booth(s) remaining available without recourse, complaint &/or compensation howsoever thereafter.
- Corner(s) are not guaranteed and are subject to availability. The usage right of corner booth(s) will be decided in the Booth Location Assignment based on the allotment policy. Exhibitors succeed to obtain corner booth(s) must select corner booth. Please be reminded all corner booth request will become final & could not be withdrawn or cancelled upon release of booth allotment grouping documents; the last corner booth will be assigned "As Is" for the last drawn applicant without recourse. Refund of corner charge will be made for exhibitors who fail to obtain corner(s).
- Exhibitors are not allowed to exchange their booths privately. All booths exchange/ relocation must be approved in writing and handled by HKJMA.
- All booths should be designed, erected and decorated by HKJMA.
- Exhibitors should not assign or sub-let all or part of their booths. If discovered, HKJMA will cancel their participation.
- HKJMA members and past exhibitors of the captioned show have the priority over other applicants both in participation and in selecting booth location. Detailed booth location assignment method will be announced 5 working days before Booth Location Assignment meeting.
- The booth location for Hong Kong exhibitor in JIS Miami October Show is one-year basis and will be determined by open ballot every year.
- HKJMA reserves the rights to alter and amend the rules and conditions without prior notice.
- The space allocation to applicants after deadline is subject to space availability and the sequence of submitting the valid Application Form/Contract.
- Any dispute or difference arising out of the interpretation of these terms, rules & regulations regarding the rights, duties and obligations of the exhibitors shall be decided by HKJMA, whose shall be final and binding on all exhibitors.
- Data provided for participation will be used by the organizer for promotion purpose. For enquiry, please contact our Exhibition Department at 2766 3002.
- For correction of access to data after submission of application form, or if you do not want to receive any direct mailing material, please contact our Exhibition Department at 2766 3002.
- The Exhibitor shall take out and maintain insurance on an "all risk" basis for the entire period of Exhibition to cover itself against all potential liabilities, including any public liabilities and/or third party indemnities.
- All of the Exhibitor's Exhibits is at the Exhibitor's sole responsibility and risk. The Exhibitor should secure proper insurance to cover the loss and/or theft of its Exhibits.

## Part VII Declaration

I, on behalf of \_\_\_\_\_ (company name), hereby apply for (an) exhibition booth(s) in the Hong Kong Pavilion organized by HKJMA in JIS Miami October Show as scheduled above. I have read and fully understood the "Rules & Regulations for Applying & Exhibiting in HKJMA Exhibitions/Delegations" and all the notes printed in this Application Form/Contract. I agree & accept to the terms & conditions set by HKJMA and/or by the show authority.

\_\_\_\_\_  
Authorized Signature & Company Chop  
Date: \_\_\_\_\_ (DD) / \_\_\_\_\_ (MM) / \_\_\_\_\_ (YY)

\_\_\_\_\_  
Name in Print

\_\_\_\_\_  
Title

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

**1. Definition**

In these Regulations, save as the context otherwise requires:

"Applicant" means an applicant to this Application, who may be a sole proprietor, a partnership, a limited company, or legal organization and as the case may be, whose Application may or may not be accepted by the Organizer at its sole discretion in accordance with these Regulations.

"Application" means the application completed and submitted by the Applicant to the Organizer to apply for a space to exhibit at the Exhibition.

"Application Fee" means a non-transferable fee for the Application to exhibit in the Exhibition as determined by the Organizer.

"Application Form" means the form submitted in hard copy or online by which the Exhibitor makes the Application.

"Bank" means Bank of China (Hong Kong) or such other bank as may be mentioned on the Application Form.

"Booth" means a standard Booth and/or a Corner Booth.

"Booth Location Allocation Meeting" means a meeting stipulating procedures for Booth allocation and choice of Exhibition Space for the Exhibitors, organized by the Organizer after acceptance of all eligible Application.

"Booth Service Fee" means the additional service fee in addition to the Participation Fee to be payable by the Applicant in the event of an acceptance of its Application to Exhibit by designated due dates.

"Business Documents" means the Exhibitor's latest business registration certificate and/or documents, certificate of incorporation, annual returns, business cards, product catalogues, and/or other documents and/or materials.

"Corner Booth" means a booth referred to in Clause 5.6 of these Regulations.

"Exhibit" means any fixated and/or movable items of display that the Exhibitor may display within its Stand.

"Exhibition" means the exhibition to be organized by the Organizer as specified in the Application Form.

"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.

"Exhibition Space" means the area for exhibition allocated to the Exhibitor in accordance with Clause 5 and Clause 9 of these Regulations.

"Exhibition Stand" or "Stand" means the entire area assigned by the Organizer and/or exhibition authority to the Exhibitor for the purpose of exhibition during the entirety of the Exhibition.

"Exhibitor" means an Applicant whose Application has been accepted by the Organizer.

"General Regulations for Exhibition" means an additional document for the Booth Location Allocation Meeting and the Exhibitor Service Manual, stating the rules and regulations of exhibition by the Organizer which needs to be adhered to by the Exhibitors at all times.

"Government" refers to the government of the Hong Kong Special Administrative Region and/or the organizer's country.

"Hong Kong" means Hong Kong Special Administrative Region of the People's Republic of China.

"Infringing Goods" means any counterfeit goods or any goods which infringe any third party's intellectual property rights.

"Participation Fee" means a fee payable to the Organizer with respect to the renting of the Exhibition Space and/or Exhibition Stand.

"Prohibited Goods" means any goods which are prohibited or restricted by Hong Kong laws and/or the laws of the country where the exhibition authority and/or applicable regulations.

"Publicity Material" means the promotional gifts, catalogues, pamphlets and/or all and any advertisement or product with any promotional spirit whatsoever which the Exhibitor wishes to display, distribute or use at the Exhibition.

"Raw Space" means vacant exhibition space.

"Regulations" means these rules for Exhibition Application and General Regulations for Exhibition as amended from time to time by the Organizer.

"Representative" means all personnel, agents or representatives who are authorized to represent and/or act on behalf of the Exhibitor throughout the entirety of the Exhibition.

"Standard Booth" means a booth referred to in Clause 7 of these Regulations.

"Venue" means the exhibition venue specified in the Application Form or such other venue as notified to the Exhibitor in writing prior to the commencement of the Exhibition.

**2. Application and Conditions of Participation**

2.1 All applications for participation in the Exhibition shall be made on an Application Form and submitted to the Organizer on or before the required date of submission accompanied by an Application Fee. Incomplete Applications and/or Application that fails to enclose any of the requested documents and/or the applicable Application Fee will not be considered and may be discarded without prior notice to the Applicant.

2.2 The Organizer has the sole and absolute discretion on the admission of the Exhibitors. Until an Application has been accepted in writing by the Organizer, no rights to exhibit is granted by the Organizer notwithstanding payment or acceptance of the full Application Fee submitted with the Application.

2.3 The Organizer retains the right to cancel and/or reject any Application anytime notwithstanding that (a) an Application has been accepted in writing and (b) the applicable Application Fee has been received by the Organizer. The Organizer reserves the right, at all times, to decline any Application anytime without giving any reason.

2.4 If the Organizer accepts an Application otherwise than on an Application Form and/or in writing, such acceptance shall nevertheless be subject to these Regulations and the Exhibitor shall, if required by the Organizer, complete and submit an Application Form.

2.5 Neither any acknowledgement of receipt of submitted Application Form nor any request for payment issued by the Organizer shall, by any means, constitute acceptance of the Application for the purposes of clause 2.2 above.

2.6 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 may require the Exhibitors to produce originals and/or copies of Business Documents as may be requested, proving that they are carrying on business with linkage to the jewelry industry at the material time. Unless otherwise notified by the Organizer in writing, original documents should not be submitted as the Organizer cannot guarantee their return. In the event that any of the Business Documents are requested by the Organizer, the Organizer shall take every measure to ensure safe custody of the Business Documents but shall not be held responsible for any losses or damages.

2.7 The Organizer reserves the right to maintain a record of those Exhibitors who are in breach of any of the clauses stated in 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 exhibitions and/or related events arranged by the Organizer.

2.8 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.

2.9 The use of Stand allocated to or custom built by the Exhibitor is to be used strictly for trade and/or promotion purpose for the duration of the Exhibition. The Exhibitor is required to use the area allocated for the Stand in manner satisfactory to the Organizer both during assembling and installing of the Stand as well as at the Exhibition. The Organizer reserves the right to clear all or part of the Stand allowed to or custom built by the Exhibitor at the Exhibitor's expense without notice should it not be satisfied with the way the Stand is used. Save as provided in these Regulations, no Exhibitor shall have any claim for any refund in respect of the Booth Service Fee, the Participation Fee or any other monies paid in such circumstance.

**3. Application Fees, Payment and Refund**

3.1 The Application Fee, Booth Service Fee, Participation 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.

3.2 The Organizer reserves the right to demand additional, non-interest bearing deposit(s) at any time as a guarantee for compensation of actual or potential damage.

3.3 In the event that an Application is not accepted, the Application Fee paid shall be refunded by the Organizer without interest to the Applicant within forty-five (45) working days from the date of notice of rejection of the Application.

3.4 Unless an Application is rejected or declined by the Organizer, all Application Fee paid will be forfeited and any outstanding sums due will be subject to immediate payment.

3.5 The Organizer retains all legal rights to claim any outstanding balances from the Exhibitor pertaining to its Application, with interest on such sum from the due date of payment at the annual rate of 4% above the base lending rate from time to time of the Bank, accruing on a daily basis and being compounded quarterly until payment is fully paid to the Organizer.

**4. Use of Online Services**

4.1 Subject to service availability and consent of the Organizer, the Exhibitor may use Online Services provided by the Organizer to handle its Application and to submit service orders to the Organizer. When using Online Services, the Exhibitor must strictly comply with all guidelines imposed by the Organizer at all times. The Organizer shall, in no circumstances, be liable to the Exhibitor or any other person for any damages or losses caused by (a) unauthorized access made possible due to internet security, whatsoever and howsoever occurred, of the Online Services; and/or (b) the Exhibitor's mistakes, delay, loss or omission in transmissions made using Online Services.

4.2 If Online Services is made available to the Exhibitor, the Exhibitor may change its Online Login Information 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 Online Login Information confidential. At no time and under no circumstances shall the Exhibitor disclose any, if not all, of its Online Login Information to any other person.

4.4 The Exhibitor shall be responsible in full for any unauthorized disclosure of any of the Online Login Information 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 any of the Online Login Information being disclosed to or coming into the possession or control of any unauthorized person, or of any unauthorized use of the 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 Online Services.

**5. Space Allocation**

5.1 The Organizer has the sole and absolute discretion to allot Exhibition Space and/or location of Exhibition Stands in the Venue for positioning or construction of Exhibition Space and/or Exhibition Stands and determining the location of the same. All decisions to such effect shall be final and no request for change will be entertained.

5.2 The Exhibitor's right to exhibit at the Exhibition and to use, on a non-exclusive basis, the Exhibition Stand allocated to or custom built by the Exhibitor is personal to the Exhibitor and shall not be transferred, assigned, sub-contracted, licensed to or otherwise howsoever shared with any third party. Any Exhibitor who is found by the Organizer in its absolute opinion to have transferred, assigned, sub-contracted, licensed or otherwise howsoever shared its Stand with a third party, will be deemed to have breached these Regulations, resulting in termination and cancellation of its right to exhibit under Clause 15.1. Such Exhibitor will also be obliged to immediately withdraw from the Exhibition, dismantle its Stand and remove its Exhibits at its own expense.

5.3 The Organizer reserves the right to maintain a record of the Exhibitors who breached Clause 5.2 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 events arranged by the Organizer.

5.4 Any Exhibitor who wishes to use a name on its Exhibition Stand which is different to that submitted on its Application Form must submit notice of this change to the Organizer in writing prior to the Booth Location Allocation Meeting together with the following: (a) Participation Name Change Request Form and the administration fee (b) (i) documentation (in form and substance satisfactory to the Organizer) signed by a certified accountant or the company secretary (in the case of a registered limited liability company) to prove that only the name of the Applicant company has changed and not its ownership; or (ii) other documentation (in form and substance satisfactory to the Organizer) to show that the new company name belongs to a wholly-owned subsidiary of the Applicant. In the situation where a name change request is made after the Booth Location Allocation Meeting, the Organizer may only consider such request after completing all necessary procedures of the Booth Location Allocation Meeting but reserves all rights to reject such request without reasons

5.5 If any Exhibitor which having had its Application accepted by the Organizer subsequently divides its business between its existing shareholders, splits its business into two or more separate companies, the Organizer shall reserve the right to terminate all arrangements with the original Exhibitor and reallocate the Exhibition Space without refunding any Application Fee, Booth Service Fee, Participation Fee or all other monies paid to the Organizer, unless the shareholders concerned can reach an agreement among themselves regarding the transfer of right to exhibit of which the Organizer is notified with at least three (3) months prior to the commencement of the Exhibition by an original or certified true copy of the Exhibitor's board of directors' meeting resolution, stating that all Exhibitor's shareholders have agreed and appointed a particular shareholder to take over the right to exhibit.

5.6 The Exhibitor wishing to apply for a corner booth should indicate this request clearly in the Application. Corner(s) are not guaranteed and are subject to availability. The usage right of corner booth(s) will be decided in the Booth Location Assignment based on the allotment policy. All corner booth request will become final & could not be withdrawn or cancelled upon release of booth allotment grouping documents; the last corner booth will be assigned "As Is" for the last drawn applicant without recourse. Refund of corner charge will be made for unsuccessful applicants

5.7 In order 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 Stand, the Exhibitor must apply in writing to the Organizer for permission at least three(3) 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 has the sole and absolute discretion to determine whether to give such permission and in giving such permission, may stipulate such conditions as it deems fit. The Exhibitor shall be deemed to have breached Clause 5.2 and Clause 9.2 of these Regulations if the Exhibitor distributes or displays any business card, material or exhibit bearing a third party's name or allow the presence of any person other than its employee without the prior permission of the Organizer or in violation of any condition so imposed.

5.8 The Organizer has the right, at its sole and absolute discretion, to prevent the Exhibitors from having more than one Booth at the Exhibition.

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

- 5.9 The Organizer has the right to prevent two or more Exhibitors with a common shareholder structure (inclusive of the Exhibitors whose Application have been accepted) to consolidate the Exhibition Space or to display the same goods or product range at separate Stands, notwithstanding that their Applications having been accepted.
- 6. Assembling, repairing, altering and dismantling Stands on Raw Space**
- 6.1 All design, construction, assembling, installation, dismantling and decoration work carried out at the Exhibition must comply with all regulations imposed by the Organizer and Venue and adhere to their applicable and relevant safety regulations, together with current local laws and regulations in force in Hong Kong and/or the country of the exhibition authority. This applies to the Exhibitor, its agents, contractors and sub-contractors. The Organizer reserves the right to stop any work which may contravene with any of these laws and regulations and the Exhibitor shall have no claim against the Organizer and/or its agents for any losses or damages relating thereto. There shall be no claim whatsoever against the Organizer and/or its agents for any extra cost for reconstructing the Booth in accordance with the regulations of the Organizer and Venue or other related loss or damage that may incur.
- 6.2 Original plans and design proposals and/or any related information requested by organizer for Raw Space made in the form of drawings, must be submitted in duplicate to the Organizer for approval not later than six (6) weeks before commencement of Exhibition. Drawings submitted must be in a reasonable scale of not less than 1:100, fully dimensioned and contain all relevant information including, but not limited to 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. No construction may be erected at the Venue unless the plan and design proposal is/are approved in writing. The Organizer has sole and absolute discretion to approve the aforementioned plan(s) and design proposal(s).
- 6.3 Stands and Exhibits shall not exceed the maximum floor loading limit as indicated by the Organizer.
- 6.4 There shall be no suspension of light fittings or booth assemble parts from the ceiling structure of the Venue unless prior approval in writing is obtained from the Organizer.
- 6.5 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.
- 6.6 Booth assembling, installation and decoration must be carried out within the time limits specified by the Organizer. The Organizer 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.
- 6.7 Repairs or alterations to the Booth may only be carried out when the Exhibition is closed to public and with prior written agreement from the Organizer.
- 6.8 No Booth and its Exhibits displayed thereof shall be dismantled and/or removed during the official opening hours of the Exhibition unless special permission has been granted in writing by the Organizer
- 6.9 It is the Exhibitor's responsibility to transport, assemble, dismantle and remove any self-constructed Stands. All such work must be carried out within the time limits specified by the Organizer unless approval is otherwise given.
- 7. Standard Booths**
- 7.1 Standard Booths are provided by such contractor as designated by the Organizer 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.
- 7.2 No decoration, booth fitting or Exhibit shall exceed the standard height of the Standard Booth.
- 8. Electricity**
- 8.1 Only electricity can be used as a source of light or power at the Venue.
- 8.2 All electrical works shall be carried out by the official contractor designated by the Organizer at the Exhibitor's expense. Design plan or proposals and/or any related information requested by organizer for electrical installation must be submitted to the Organizer for approval not later than six (6) weeks before the commencement of the Exhibition. The Organizer may require amendments or variations to be made to the design plan or proposals at its sole and absolute discretion
- 8.3 Electricity, whether from the mains, batteries or generators shall be operated in accordance with the safety standard regulations and additional provisions of the Venue.
- 9. Use of Booth & Safety Matters**
- 9.1 Exhibition Space is licensed to the Exhibitor only in common with the Organizer on a non-exclusive basis for trade promotion during the Exhibition.
- 9.2 All Exhibitors are prohibited to sub-license and/or share the Exhibition Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Exhibition Space without the prior written consent of the Organizer. It is the responsibility of the Exhibitor to ensure that any such authorized sub-licensees comply with the Regulations and shall be responsible for any default of such sub-licensees and shall indemnify the Organizer in accordance with Clause 19.1. The Organizer reserves the right to cancel the participation and license immediately if unauthorized booth sub-letting or sub-licensing occurs and the Exhibitor shall not be entitled to any refund. Any Exhibitor who is found to have sub-let or sub-licensed and/or share its Exhibition Space or Booth with a third party will be obliged to withdraw immediately from the Exhibition, dismantle its Booth and remove its Exhibits at its own expense.
- 9.3 All Exhibitors are required to use the Exhibition Space allocated in manner satisfactory to the Organizer, especially during the assembling and installing of Booths and all Exhibits included thereof, during the Exhibition. The Exhibitors may not alter or in any way affect the structure or fixtures of Venue. When and where the Organizer is of the view that the Exhibitor's usage of the Exhibition Space is improper, dissatisfactory or may potentially cause damage to the Exhibition Space allocated, the Organizer shall have the right to clear and remove all or part of the Exhibition Space allocated to the Exhibitor at the Exhibitor's expense without notice and to forfeit any monies paid, including the Application Fee, Booth Service Fee and Participation Fee. The Exhibitor must also reimburse on demand to the Organizer the costs of making good any damage caused to the Exhibition Space by it and/or its Representatives.
- 9.4 No advertising or demonstration, including the staging of any fashion show, will be allowed at the Venue unless the Organizer's advance approval in writing is obtained.
- 9.5 Any public promotion in the 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 such musical recording. All fees and legal responsibilities shall be borne by the Exhibitor.
- 9.6 The noise level emitted from any audio-visual equipment must be within a level that does not cause any annoyance or inconvenience to other Exhibitors or visitors by reasonable standards.
- 9.7 No Exhibitor shall engage in or given permit to film, record (whether by audio or visual), take photographs and/or videos, telecast and/or broadcast outside the Exhibition Space licensed to the Exhibitor unless the Organizer has given prior written approval, as determined by the Organizer.
- 9.8 The Exhibitor shall not hang on, or otherwise adhere to, the fascia boards any stickers, posters, hangers or other materials.
- 9.9 The Organizer, its employees and contractors may take photographs and/or videos which can include images of the Exhibitor (including its name and logo), its representatives, and its Exhibits while attending the Exhibition. The Exhibitor hereby consents to and grants to the Organizer and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images (including the names and logo of the Exhibitor) worldwide without any compensation. The Exhibitor acknowledges that the Organizer is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Exhibitor and its Representatives may have relating to or arising from the images or their use. It is expressly prohibited for any Representative of the Exhibitor to visit or attempt to visit the Exhibition Space of any other Exhibitor unless invited to do so by the relevant Exhibitor.
- 9.10 Gas-filled balloons shall not be permitted at the Venue under any circumstances.
- 9.11 The use of laser products at the Exhibition requires prior approval in writing from the Organizer. Application for approval of such use must be submitted to the Organizer not later than six (6) weeks before the commencement of the Exhibition.
- 9.12 Public auctions shall not be permitted at the Venue under any circumstances.
- 9.13 Repairs or alterations to the Booth may only be carried out when the Exhibition is closed to public and with prior written agreement from the Organizer.
- 9.14 No Booth and its Exhibits displayed thereof shall be dismantled and/or removed during the official opening hours of the Exhibition unless special permission has been granted in writing by the Organizer.
- 10. Publicity Material & Exhibits**
- 10.1 Publicity Materials should be distributed from the Exhibitor's own Exhibition Stand(s) only. No business activity, advertising, demonstration, distribution of samples and/or Publicity Materials, touting for business, shall be conducted by the Exhibitor and/or its staff outside the allocated Exhibition Space. No Exhibits or advertising signs shall be placed outside the confines of the Exhibitor's Stand.
- 10.2 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.
- 10.3 The Exhibitor shall be responsible for all precautionary measures, such as guards or other means of protection to protect the public from any moving or operating Exhibits. Any movable 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.
- 10.4 All Exhibits and furnishings within Exhibition Stands must be confined to Exhibition Space. The Exhibitor shall not place or store or permit to place or store any dangerous and/or obscene Exhibits within the meaning of the Dangerous Goods Ordinance, Control of Obscene and Indecent Articles Ordinance, and any regulations from time to time applicable thereunder within the Exhibition Space.
- 10.5 The Exhibitor warrants that the Exhibits and packages thereof and Publicity Material or any other part of the display on the Exhibition Stand/ Exhibitor's Website/ or the Organizer's online or mobile platform do not violate any of the laws of Hong Kong and/or the country of the exhibition authority. Products exhibited or featured in the Publicity Material must be legal to market, sell, import to and possess in Hong Kong and/or the country of the exhibition authority 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.
- 10.6 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 its agents, representatives, contractors and employees against all costs, expenses and damages arising from any third party's claim of infringements by the Exhibitor and/or the Organizer and/or the latter's agents, representatives, contractors or employees of such third party's rights.
- 10.7 The Organizer reserves the right to remove at the Exhibitor's expense and risk any Exhibits or Publicity Material not produced by the Exhibitor or its associated companies or which are not as specified on the Application, or any Exhibits in respect of which the Exhibitor has not obtained the required customs clearances, regulatory approvals or licences. If the Organizer finds any non-compliance by the Exhibitor of any applicable law or regulation (including without limitation any customs, import and export related laws and regulations), it may report to the relevant authorities and assist the authorities with the enforcement of such laws and regulations. The Exhibitor shall fully indemnify the Organizer for any loss, cost, expense, liabilities incurred by the Organizer arising from or in connection with the Exhibitor's such non-compliance.
- 10.8 Subject to Clause 11, the Exhibitor shall not exhibit at the Exhibition any Infringing Goods or Prohibited Goods. The Organizer shall have the right, without recourse, to physically remove any goods which it or any Hong Kong court or relevant authority deems to be Infringing Goods or Prohibited Goods, to cancel the Exhibitor's right of participation in the Exhibition and/or to close down the Exhibitor's Exhibition Stand and in any such event, the Exhibitor shall have no financial or other claim against the Organizers.
- 10.9 The Exhibitor agrees to indemnify and hold harmless the Organizer on demand against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organizer arising out of the Exhibition of any Infringing Goods or Prohibited Goods by the Exhibitor, or acts by third parties as a consequence thereof.
- 10.10 The Organizer shall be entitled to remove or require the Exhibitor to remove forthwith, at the Exhibitor's expense, from any Booth or any area or Exhibition 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.
- 10.11 The Exhibitor must not give or cause to be given any interview, public announcement, press statement, or any other publicity or promotion whatsoever in relation to the Exhibition without the prior written approval of the Organizer.
- 11. Intellectual Property and Related Disputes**
- 11.1 The Exhibitor shall be responsible and liable for obtaining appropriate consents to and licenses for its use of all intellectual property rights in any Exhibits or other materials used in connection with the Exhibition.
- 11.2 The Organizer expects the Exhibitor to respect the intellectual property rights of other parties. The Exhibitor shall not market, sell or display any product at the Exhibition that is counterfeit or in any way infringes trademarks, copyrights, patents or other intellectual property of a third party. The Exhibitor warrants that the names, logos, art work and other content that the Exhibitor or its agents submitted for use in any media (including, but not limited to, advertisements, the Exhibition website or any Exhibition publication) shall not infringe the intellectual property rights of any third party and shall not contain anything which is libelous, obscene, indecent, blasphemous or in any way unlawful.
- 11.3 Any Exhibitor determined to be involved in unauthorized, counterfeit or infringing activity will be subject to having all such unauthorized, infringing, counterfeit or misleading products removed from the Exhibition or the Exhibit being removed from the current and future Exhibitions. However, this stipulation does not create an obligation for the Organizer to take such action. The Organizer does not accept liability for intellectual property infringements that may be committed by the Exhibitor.
- 11.4 Neither the Exhibitor nor its agents (including, but not limited to, legal counsel or process servers) shall serve process on any other Exhibitor during the hours the Exhibition is open to attendees. If the Exhibitor has obtained a judicial/administrative relief order against another Exhibitor, and the Exhibitor has no reasonable alternative to serving such order on the other Exhibitor during the Exhibition, then the Exhibitor or its agent shall use their best efforts to serve such order during the hours when the Exhibition is closed to attendees. Notwithstanding the foregoing, the Exhibitor shall provide the Organizer advanced written notice of the order obtained (including a copy of such order) so that a representative of the Organizer may escort the Exhibitor or its agent to the booth of the Exhibitor to be served and minimize any disruption to the Exhibition caused by such service. The Exhibitor agrees to use its best efforts to resolve any intellectual property disputes with other Exhibitors by no later than one (1) week prior to the Exhibitor's first move-in day for the Exhibitors and in a location other than the Venue.

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**12. Move-in and Move-out of Booth Materials**

- 12.1 All Exhibits are brought to, displayed at and removed from the Venue at the Exhibitor's own risk and shall be safeguarded by the Exhibitor at all times.
- 12.2 The Exhibitor shall move into the Venue according to the arrangements and within the time limits specified by the Organizer.
- 12.3 The arrangement and payment for transporting goods to and from the Venue, including but not limited to the associated cost to receive, decorate, pack, remove the Exhibits, and arrange for all necessary custom clearances and regulatory approvals and licenses, are entirely the responsibility of the Exhibitor.
- 12.4 No oil compressed trolleys shall be allowed in any carpeted areas of the Venue.
- 12.5 At such time after the close of the Exhibition as the Organizer may specify, or at an earlier termination of this Application, all Exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be delivered to the Organizer in as good and clean order and condition as it was when initially licensed to the Exhibitor. Any property remaining after the last day designated by the Organizers as material to be removed shall be considered abandoned and may be sold or otherwise disposed of by the Organizer at the relevant Exhibitor's expense. No property may be removed from the Exhibition before the Exhibition ends.
- 12.6 The costs to remove and dispose of any crates and/or booth fittings and related materials are not covered by the Application Fee, Booth Service Fee or Participation Fee. The Exhibitor shall be responsible for any additional charge(s) reasonably levied by the Organizer and/or the Venue to remove and/or dispose of any remaining crates and/or booth fittings and related materials after the Exhibition.
- 12.7 The Organizer reserves the right to appoint one or more exclusive contractor(s) to handle movements of all goods and exhibits in and out of the Venue for all Exhibitors. In such situation where one or more exclusive contractor(s) is/are assigned, such decision shall not be challenged by the Exhibitors and the Exhibitor shall be obliged to hire the services of such exclusive contractor(s).

**13. Conduct of the Exhibitors and Representatives**

- 13.1 Booths must be manned and attended by authorized and competent Representative(s) who is/are of legal age at all times during the opening hours of the Exhibition to ensure that all Exhibits are all operational and/or properly displayed (as the case may be) and the Exhibitor is ready and able to conduct business. 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 be responsible for the good conduct of any of its representatives, agents and/or employees, who shall be bound by and must comply with these Regulations in all respects at all times during the Exhibition.
- 13.2 The Exhibitor shall supply to the Organizer the name of at least one person to be its Representative in connection with the installation, operation and removal of the Exhibits and shall ensure such person is available to be contacted by the Organizer at all times during the opening hours of the Exhibition and reasonably available at other times during the Exhibition period.
- 13.3 The Exhibitor and its Representatives shall not do, or permit anything to be done, which in the reasonable opinion of the Organizer shall cause or is likely to cause a disturbance, nuisance, annoyance, inconvenience, disruption, damage, danger or risk to any person or thing, or to the health or safety thereof, or which does not conform with the general standards of the Exhibition or amounts or may amount to a breach of these Regulations.
- 13.4 The Exhibitor shall (and shall procure that its Representatives shall) at all times act so as to avoid causing the Organizer to be in breach of any rules or regulations under which they hold the Venue or the relevant part of it. The Organizer reserves the right in its absolute discretion at any time to require the Exhibitor to remove (or to itself remove) any Exhibit (whether specified on the Application Form or not) which is being displayed at the Exhibition if the Organizer reasonably believes that such Exhibit contravenes any provision of these Regulations or is otherwise potentially unlawful, harmful, disrespectful and/or may cause a nuisance to any person.
- 13.5 It is expressly prohibited for the Exhibitor or its Representatives to record images (the "Image") of any other Exhibitor's Exhibition Space or Exhibits in any form without the prior written consent of the Organizer. Such prohibition includes, but is not limited to, the taking of photographs, video or digital recording of any type and/or making any drawing or sketch or other physical record. The Exhibitor and its Representatives agree to surrender to the Organizer on demand any material in whatever media on which Images may be recorded in violation of this rule, including but not limited to film, video tapes, sketchbooks, camera phones and digital storage devices.
- 13.6 Should the Exhibitor or its Representative record any Image in breach of the above rule, the copyright and other intellectual property or other rights (including for the avoidance of doubt, rights in sound recordings and broadcasts) whether arising now or in the future ("IPR") shall vest in the Organizer unconditionally and immediately on the creation or recording of the Images. The Exhibitor undertakes to execute all deeds and documents and to do all things (and shall procure that its Representative executes all deeds and documents and does all things) as the Organizer may require to vest the IPR in the Organizer including, without limitation, delivery of the Images or copies of them in any media and should it fail to do so on demand, the Exhibitor irrevocably authorizes any employee of the Organizer to execute the same in its name and on its behalf and as its attorney. The Exhibitor agrees to indemnify and hold harmless the Organizer, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organizer arising out of breach of the obligations of the Exhibitor not to record Images, or any infringement of third party IPR by the Exhibitor.
- 13.7 It is expressly prohibited for any Representative of the Exhibitor to visit or attempt to visit the Exhibition Space of any other Exhibitor unless invited to do so by the relevant Exhibitor.
- 14. Links to the Exhibitor's Website and Content**
- 14.1 The Exhibitor's website should:
- (a) be professionally prepared, organized and maintained in a presentable and respectable manner, compatible with the quality image of the Organizer;
- (b) contain information aimed at promoting trade and business, and should be in compliance with all local applicable laws; and
- (c) not be a site whose majority of content include only hyperlinks to other websites.
- 14.2 For the purpose of promoting the Exhibition online, the Exhibitor agrees and welcome the Organizer to include hyperlinks to the Exhibitor's websites on the Organizer's official website for any 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 and/or removal of any hyperlinks or any service interruptions of the Organizer's Website.
- 14.3 The Organizer shall not be responsible for any content, including but not limited to any materials, text, images and/or videos, posted on the Exhibitors' websites of which are hyperlinked and listed on the Organizers' official website and/or any printed publications. The Organizer reserves the right to bar access and/or delete any Exhibitor's website hyperlink from the Organizer's official website without notice and/or reasons thereof.
- 14.4 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' website is at all relevant time accurate, truthful and complete;
- (ii) the Exhibitor's website is free of any virus and that it shall inform the Organizer immediately of any infection or suspected infection of any part of its website by any kind of virus;
- (b) regularly update its website to maintain accuracy and to ensure conformity with the established image and good reputation of the Organizer.
- 14.5 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 website.

**15. Termination of Right to Exhibit**

- 15.1 The Organizer shall have the right to terminate, without notice, the Exhibitor's right to exhibit in the Exhibition and to close the Booth immediately at the Exhibitor's expense including (without limitation) in any of the following circumstances:
- (a) if the Exhibitor or any of its Representatives commits a breach of any of these Regulations or any additional rules and regulations introduced by the Organizer;
- (b) if the Exhibitor, being a body corporate, enters into a liquidation process, 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 the Exhibitor, being a sole proprietorship or partnership, becomes bankrupt or insolvent, or enters into any arrangements with its creditors, or takes or suffers any similar action in consequence of debt;
- (c) if the Exhibitor conducts any activity which, in the opinion of the Organizer, does not conform to the nature and purpose of the Exhibition, or interferes with the rights of other Exhibitors at the Exhibition;
- (d) if any of the Exhibitor's acts and/or performance during any part of the Exhibition does not conform to the nature and purpose of the Exhibition as the Organizer may determine;
- (e) if twenty(20) percent or more of the Exhibitor's Exhibits displayed within its Booth do not correspond with the appropriate products of its product category zone as stated in the booth confirmation letter issued by the Organizer;
- (f) if any of the Exhibitor's Exhibits displayed within its Booth does not correspond to the product listing of which the Exhibitor applied for in its Application Form;
- (g) if the Exhibitor is found to be acting in a discriminatory manner against certain visitors at the Exhibition;
- (h) if the Exhibitor is found to have committed any act which, in the opinion of the Organizer, might prejudice or damage the reputation and/or image of the Organizer, and/or its industries;
- (i) if the Exhibitor is found to have violated any of the laws, rules or regulations applicable in Hong Kong and/or the country of the exhibition authority, including but not limited to laws related product safety, intellectual property, labour rights and environmental laws;
- (j) 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 into disrepute;
- (k) if the Exhibitor is in breach of any applicable rules or regulations of the Venue; or
- (l) if the Organizer in its sole and absolute discretion, decides that the Exhibitor's right to exhibit shall be terminated.
- 15.2 In the event that the Exhibitor's right to exhibit in the Exhibition is terminated under any of the clauses in 15.1 (a) to (k) of these Regulations, the Exhibitor shall have no claim for refund of or any monies paid to the Organizer.
- 15.3 The Organizer shall return to the Exhibitor all Participation Fee paid in the event of termination of the Exhibitor's right to exhibit under Clause 15.1 (l) of these Regulations. The Exhibitor shall have no other claims against the Organizer for any of its loss or damages in connection with any such termination.
- 15.4 If the Exhibition Space or Booth is not occupied by the Exhibitor thirty (30) minutes before the opening hour on the first exhibition day of the Exhibition, the Exhibitor shall be deemed to have withdrawn from the 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, Booth Service Fee and Participation Fee paid will be forfeited as if the Exhibitor had cancelled its participation as of such date. The seniority in the event will be cancelled without further notice.
- 16. Changes to Dates and Exhibition Venue by the Organizer**
- 16.1 If the Venue shall become, in the sole discretion of the Organizer, unfit for occupancy, or the holding of the Exhibition is cancelled by virtue of a Force Majeure (as defined below), the Application and/or the Exhibition (or any part thereof) may be terminated by the Organizer at its own discretion or the Exhibition (or any part thereof) may be postponed and/or re-located by the Organizer as it sees fit and appropriate. The Organizer shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of Force Majeure. The Organizer may also alter in character or mode, reduce in scale, shorten or extend the duration of the Exhibition. The Organizer shall not be liable for any costs, damages, fees or other expenses or incur any liability whatsoever to the Exhibitor as a result of any such changes. A "Force Majeure" shall include, but not be limited to: fire; casualty; flood; epidemic; World Health Organization travel advisory or travel alert; earthquake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; Venue cancellation, inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God or any other cause or causes not reasonably within the control of the Organizer.
- 16.2 The Organizer reserves the right to change the plan, site character or Venue at any time without giving notice to the Exhibitor. The Organizer shall not be liable for any further compensation to the Exhibitor. Proportional allowance for use of the Venue may be made if deemed fit and appropriate by the Organizer and there shall be no further liability on the part of either the Exhibitor or the Organizer. The Organizer shall not be liable for any costs, damages, fees or expenses of the Exhibitor as a result of such termination.
- 17. Cancellation by the Exhibitor**
- 17.1 The Exhibitor's request for withdrawal from the Exhibition must be submitted to the Organizer in writing not later than eight (8) weeks prior to the commencement of the Exhibition. The Organizer will attempt to arrange a replacement exhibitor from the waiting list (if any) notwithstanding that it is the withdrawing Exhibitor's responsibility to find a substitute company that is in compliance with these Regulations to bear all outstanding exhibition fee(s) and related expenses, inclusive of any applicable surcharge(s), that have been and/or are deemed to be committed by the withdrawing Exhibitor. Provided that the withdrawing Exhibitor has complied with these regulations, the Organizer will refund 80% of the Participation Fees paid by the Exhibitor to the Organizer within forty-five (45) working days after the conclusion of the exhibition without interest. There will be no refund if a replacement exhibitor cannot be found. For the avoidance of doubt, no Booth Service Fees shall be refunded.
- 17.2 The Exhibitor's request for partial withdrawal from the Exhibition must be submitted to the Organizer in writing not later than eight (8) weeks prior to the commencement of the Exhibition. A partial withdrawal refers to a withdrawal of Booth commitment that is not more than 60% of the original assigned Booth size. The Organizer will attempt to arrange a replacement from the waiting list (if any) notwithstanding that it is the partial withdrawing Exhibitor's responsibility to find a substitute company that is in compliance with these Regulations to bear all outstanding exhibition fee(s) and related expenses, inclusive of any applicable surcharge(s), that have been and/or are deemed to be committed by the partial withdrawing Exhibitor. Provided that the partial withdrawing Exhibitor has complied with these Regulations, the Organizer will refund 70% of the Participation Fees paid by the Exhibitor to the Organizer within forty-five (45) working days after the conclusion of the Exhibition without interest. There will be no refund if a replacement exhibitor cannot be found. For the avoidance of doubt, no Booth Service Fees shall be refunded.
- 18. Non-waiver declaration & reservation of right declaration**
- 18.1 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.
- 19. Indemnity, Insurance and Lien**
- 19.1 The Exhibitor shall indemnify and hold harmless the Organizer and the Venue owner

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and its respective officers, directors, employees, agents, representatives, contractors and employees on demand, from and against all claims, losses, liabilities, suits, damages, judgments, expenses, costs (including, without limitation, legal and legal related proceedings fees) and charges of every kind arising out of or resulting from:

- (a) its Application or its occupancy of the Exhibition Space and/or Booth;
- (b) its actions, inactions or negligence, willful default or fraud, including those of the Exhibitor's agents, representatives, employees and/or the Exhibitor appointed contractors;
- (c) the breach by Exhibitor of the intellectual property rights of any third party, whether knowingly or unknowingly, and whether intentionally or unintentionally (including, but not limited to, the sale or distribution of pirated goods and counterfeits/"knock-offs" of existing products and services);
- (d) the display of its publications, displays, Exhibits and its website content;
- (e) its allegations of infringement against another Exhibitor, including the Exhibitor's service of process on another Exhibitor;
- (f) its service of a judicial/administrative order on another Exhibitor;
- (g) its use of music;
- (h) its violations of any legal and/or regulatory requirements; or
- (i) actions taken by the Organizer at (i) the request of the Exhibitor regarding the asserted intellectual property rights of the Exhibitor; or (ii) the discretion of the Organizer where it has a reasonable belief as to the legitimacy of its action in regard to the asserted intellectual property rights of the Exhibitor.

19.2 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 public (including occupier's liability) insurance which shall include (but not limited to) its displays, Exhibits and Stands against loss or damage resulting from, without limitation, theft, fire, storms, acts of God, air conditioning failure, pilferage, disappearance, bomb threats, roof leaks, and any other natural causes, and shall produce such policy of insurance to the Organizer upon request.

19.3 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 Venue, the other Exhibitors, visitors, the Organizer or any other third parties.

19.4 The Exhibitor shall take out and maintain insurance on an "all risk" basis for the entire period of Exhibition to cover itself against all potential liabilities, including any public liabilities and/or third party indemnities, imposed on it through these Regulations, as well as possible legal liability for negligence, and shall produce such policy of insurance to the Organizer upon request. The 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 Venue and any property of the other Exhibitors or the Organizer. Any Exhibitor's appointed contractor is deemed to be an agent of the Exhibitor. All actions and omissions of the Exhibitor's appointed contractor, its employees and/or its agents are deemed to be the actions and omissions of the Exhibitor.

19.5 All of the Exhibitor's Exhibits is at the Exhibitor's sole responsibility and risk. The Exhibitors should secure proper insurance to cover the loss and/or theft of its Exhibits. The Exhibitor's failure to comply with the insurance requirements in these Regulations shall not relieve the Exhibitor of its indemnification obligations pursuant to these Regulations. For the Exhibitors with precious Exhibits, they are requested to take out insurance coverage and/or special security service at the Exhibitors' expense for overnight storage. Neither the Organizer nor the Venue maintains insurance covering the Exhibitor's property including the Exhibits, and it is the sole responsibility of the Exhibitor to obtain such insurance.

19.6 Neither the Organizer, the Venue, nor the official security contractor will be responsible for the Exhibitor's Exhibits whether in or out of the vaults and regardless of whether the Organizer provides a safe for the Exhibitor's use within the assigned booth.

19.7 The Organizer reserves the right to exercise a general lien over any property the Exhibitor has in the Venue in respect of all monies due from the Exhibitor to the Organizer (including but not limited to claims for damages) in connection with the Exhibition.

## 20. Exclusion of Liability and Disclaimer

20.1 The Organizer has the sole and absolute discretion to admit any visitors to the Exhibition and to establish any admission requirements or procedures. The Organizer gives no guarantee on the number of visitors to the Exhibition and volume of sales to be conducted at the Exhibition.

20.2 In the occurrence of any of the following situations where:

- (a) any of the compulsory approval(s), permit(s) and/or licence(s) to host the Exhibition at the Venue cannot be obtained from the corresponding third parties, the Government and/or relevant authorities; or
- (b) the Venue is deemed impermeable, impracticable or undesirable to host the Exhibition due to matters directly or indirectly related to the Venue's construction, reconstruction, renovation and/or modification by the Organizer, the Organizer reserves the discretionary right to change, relocate the Exhibition Venue or cancel the Exhibition in part or in whole. In such situation, the Exhibitor can obtain a full or pro-rata refund of paid Application Fee, Booth Service Fee and Participation Fee from the Organizer without interest. If the Application Fee and/or any money paid in relation to such application was paid to an agent or representative of the Organizer, it is the responsibility of the Organizer to procure the refund. The Organizer shall not be held responsible for any claims against the Organizer or its agents or representatives for any loss or damage of whatsoever nature and howsoever incurred or suffered in respect of any change or relocation of the Exhibition Venue or cancellation of the Exhibition in part or in whole under this Clause.

20.3 None of the Organizer and/or its agents, representatives, contractors or employees shall be held responsible for:

- (a) any losses or damages the Exhibitor's business may suffer from warranties of any kind, express or implied, of services and/or merchandises provided;
- (b) any misrepresentations given by the Exhibitor on its company(-ies), product(s) and/or service(s) to customers or visitors;
- (c) any false, misrepresented, misleading and/or negligent description under the Trade Description Ordinance of product(s) and/or service(s) of any kind, voluntarily and involuntarily, provided by the Exhibitor to customers through any medium used within the Exhibition, including but not limited to advertisements;
- (d) any system malfunctions, failure of telecommunications or other electronic communications at the Venue which is beyond the Organizer's control;
- (e) other than death or personal injury caused by the negligence of the Organizer or its employee(s), 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; and
- (f) consequences of any introduction or commercial transaction made between the Exhibitor and other parties during or as a result of the Exhibition.

20.4 The Exhibitor hereby agrees that the maximum liability of the Organizer under these Regulations shall not exceed the total of Application Fee, Booth Service Fee and

Participation Fee actually received by the Organizer from the Exhibitor.  
20.5 The Exhibitor acknowledges and agrees that its participation in the Exhibition is solely at the Exhibitor's own risk.

## 21. Privacy and Personal Data

21.1 The Organizer respects all Exhibitors' privacy and will use their reasonable endeavour to:

- (a) implement computer, physical and procedural safeguards to reasonably protect the security and confidentiality of the personal data that it collects;
- (b) limit personal data collected to the minimum required to provide better service;
- (c) permit only authorized employees to access personal data; or
- (d) not disclose any personal data to external parties unless (i) the Exhibitor has agreed with such disclosure, (ii) the Organizer is required by law to disclose, or (iii) if the Organizer is bound to disclose by any lawful request of any legal enforcement agencies.

21.2 For the purpose of processing the Exhibitors' Applications, the Organizer, whilst being subject to the Personal Data (Privacy) Ordinance, may collect photo and information, including but not limited to personal information of individual contact persons of companies or their employees under the following circumstances:

- (a) during the registration process;
- (b) throughout any communications that the Organizer may have with the Exhibitor; and/or
- (c) from the Exhibitor's Application.

The Organizer will also retain such information gathered for a period of time as it is deemed necessary to fulfill the purposes set out below:

- (i) facilitating and enhancing the Organizer's operations by incorporating the personal data into their database and conducting analysis, research and auditing based on the personal data;
- (ii) promoting and notifying the Exhibitor of any trade fairs in Hong Kong and around the world, and events or trade fairs that may be organized by the Organizer and/or its affiliates and joint venture partners from time to time via fax, email, direct mail, telephone, and other means of communication, or send e-newsletters to the Exhibitor;
- (iii) distributing its relevant publications and research materials;
- (iv) marketing its services or products;
- (v) if necessary, facilitating legal proceedings, including collecting overdue amounts.

**If the Exhibitor does not wish for any of its information, including but not limited to personal information of individual contact persons or their employees to be used for any of the purposes set out in Clauses 21.2(i) to 21.2(v) above, please contact the Organizer at +852 2766 3002 or inform the Organizer in writing.**

**For Privacy Policy Statement, please check at [https://www.jewelrysthows.org/en/trade/privacy\\_policy.php](https://www.jewelrysthows.org/en/trade/privacy_policy.php)**

## 22. Additional Rules & Regulations

22.1 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, the 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 the Exhibitor 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.

22.2 The Exhibitor shall abide by the terms of the Application, the rules and regulations of the 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 Regulations, these Regulations shall prevail. Copies of the rules and regulations of the 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.

22.3 The Exhibitor is responsible for all its own costs and charges incurred in entering into and carrying out the agreement governed by these Regulations, including any and all costs associated with communications facilities and access to electronic services.

22.4 If any unresolved dispute or disagreement arises between the Exhibitor and (1) an official contractor, (2) one or more Exhibitors, or (3) the Organizer and/or its agents, representatives or employees that escalated to the notice and knowledge of the Organizer, the Organizer's interpretations of these Regulations and any additional rules and regulations governing the Exhibition and its actions or decisions concerning the dispute or disagreement and its resolution shall be final and binding on the Exhibitor.

## 23. Notices

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

- To the Organizer either by electronic mail to [hkjmashow@jewelry.org.hk](mailto:hkjmashow@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, Hunghom, Kowloon, Hong Kong;
- To the Exhibitor either by the website at <http://www.jewelrysthows.org/> or by email, fax or post to the addresses given in its 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 Regulations or their subject matter.

## 24. Conflict with Application Form

24.1 If the provisions of these Regulations conflict with the Application Form, the provisions of these Regulations shall prevail.

## 25. Language

25.1 These Regulations are prepared in both English and Chinese languages. In the event of any discrepancy between the two language versions, the English version shall prevail.

## 26. Governing Law

26.1 These Regulations shall be governed by and construed in all respects in accordance with the laws of Hong Kong and/or the laws of the exhibition authority's country and the Exhibitor and the Organizer irrevocably submits to the exclusive jurisdiction of the Hong Kong and/or the exhibition authority's country courts.

**For Chinese Version, please go to [www.jewelry.org.hk](http://www.jewelry.org.hk)**

For enquiries, please contact:

### Hong Kong Jewelry Manufacturers' Association

Unit G, 2/F, Kaiser Estate Phase 2, 51 Man Yue Street, Hunghom, Kowloon, Hong Kong

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