

March 2015

Thank you for your participation in the HKTDC Hong Kong International Medical Devices and Supplies Fair 2015 (18-20 May 2015). Please note that the following circulars and items will be included in your exhibitor package:

- 1) Online Exhibitors' Manual & Order Forms for Additional Facilities and Services, (Submission deadline for additional facilities: 2 April 2015)
- 2) Immigration Regulations to be Observed and Followed by Exhibitors,
- 3) Buyers Nomination for Hotel Sponsorship (Deadline: 17 April 2015),
- 4) Caution on Third Party Promotional Offers,
- 5) Caution on Rental of Credit Card Payment Terminals,
- 6) New Measures on Custom-Built Participation,
- 7) Exhibitor's Brief on Protection of Intellectual Property Rights (IPR),
- 8) Special Attention to Relevant Ordinances  
(Please refer to the Exhibitors' Manual part 3.5 for more details)
- 9) Attention to All Exhibitors

The Exhibitor's badges and Vehicle Entry Permit will be distributed before the fair. For details, please feel free to contact Mr Ryan Lee at (852) 2240 4353 or Ms Olivia Wong at (852) 2240 4118.

歡迎參加香港貿發局香港國際醫療器材及用品展 2015 (2015 年 5 月 18 至 20 日)。請檢查已領取的通告及資料是否齊全。

- 1) 網上參展商手冊及額外設施及服務 (額外設施申請之截止日期: 2015 年 4 月 2 日)
- 2) 參展商須遵守的入境規例
- 3) 酒店贊助推薦買家計劃 (截止日期: 2015 年 4 月 17 日)
- 4) 小心處理由第三者提供之推廣優惠
- 5) 提防有關信用卡終端機租賃服務
- 6) 特裝參展新措施
- 7) 有關保護知識產權措施及參展商須知
- 8) 須額外注意之法例及規則 (詳情請參閱參展商手冊 3.5 部分)
- 9) 參展商請注意

參展商工作證及運輸車輛入場証將於展覽前另行派發。若有任何疑問, 請致電本局與李渭賢先生【電話: (852) 2240 4353】或 黃燕盈小姐【電話: (852) 2240 4118】聯絡。

Ref: Exhibitor (1)

**Circular (1) – Exhibitors' Circular & Invitation Cards / Exhibitors' Manual & Order Forms for Additional Facilities and Services are now Available Online**

To protect our environment by reducing the use of papers, the Hong Kong Trade Development Council already switched using **electronic versions** of the below documents:

i. Exhibitors' Circular & Invitation Cards

- Exhibitors' Circular includes important fair information which you may have to pay attention to.
- Hardcopy of Exhibitors' Circular & Invitation Cards will **NOT** be distributed.  
Electronic version of Invitation Cards will be sent via separate email.

ii. Exhibitors' Manual

- Outlines details of the exhibition and will assist you in preparing your participation in the Fair.

iii. Order Forms for Additional Facilities and Services (Deadline: 2<sup>nd</sup> April 2015)

- Lists the additional facilities and services you can book to assist your exhibition.
- Surcharge will be imposed to application after deadline.

From now on, you can simply go to the "For Exhibitor" Section at our fair website [www.hktdc.com/hkmedicalfair](http://www.hktdc.com/hkmedicalfair) and download these documents (except Invitation Cards) easily.

**Apart from reducing the use of paper, what are the other advantages of using electronic documents?**

Other advantages of using electronic documents include:

Speedy	◆ No more waiting for the post or lost mail - you can receive the manual and order forms as soon as they are issued
Convenient and easy	◆ You can download and print the manual and order forms at any time
Space-saving	◆ Your manual and order forms can be saved on your computer, freeing you from the hassle of filing piles of documents

Should you have any queries regarding this issue of e-Exhibitors' Manual and e-Order Forms, please feel free to contact us.

**通告(1) 展會通告及邀請卡 / 參展商手冊及  
額外設施及服務之電子版本現可於網上下載**

為保護環境、減少消耗紙張，香港貿易發展局已將下列文件改用為電子版本：

i. 展會通告及邀請卡

- 展會通告刊載了今屆展覽的重要資料，請參展商特別留意
- 本局將不會派發展會通告及邀請卡印刷本，邀請卡電子版本將以電郵形式另行發送

ii. 參展商手冊

- 詳細刊載了今屆展覽的有關資料，對 貴公司籌備參展甚有幫助

iii. 額外設施及服務申請表格（截止申請日期：2015 年 4 月 2 日）

- 列明 貴公司可申請使用之額外設施及服務，以協助 貴公司參展
- 截止日期後之申請將會收取附加費用

現在，閣下可於本局展覽網站 [www.hktdc.com/hkmedicalfair](http://www.hktdc.com/hkmedicalfair) 的“參展商中心”內下載以上檔案（邀請卡除外）之電子版本，簡便快捷。

**除了可以減少用紙，電子版本的參展商手冊及額外設施及服務申請表格還有哪些優勢？**

使用電子檔案還有許多優勢，比如：

準時快捷	◆ 省卻郵寄時間及寄失郵件之風險，及時接收展會資訊
方便易用	◆ 閣下可隨時下載參展商手冊及申請表格
節省空間	◆ 可直接將有關的電子檔存入電腦，不用整理大量文檔

如有任何查詢，請隨時與本局聯繫。



## **Circular (2) – Immigration Regulations to be Observed and Followed by Exhibitors**

### **1. Exhibitors from outside Hong Kong**

According to the policy of Immigration Department of Hong Kong, foreign visitors are allowed to remain in Hong Kong for the purposes of sightseeing, shopping, as well as conducting contracts, attending meetings and conferences, etc. For the purpose of immigration control, visitors are subject to certain conditions of stay specified in the Immigration Regulations. These conditions preclude a visitor from taking up employment, whether paid or unpaid and he is not allowed to establish or join in any business. Those who wish to be engaged in day-to-day business operations or investment activities in Hong Kong will have to apply for a work permit.

In the case of a trade exhibition, whether an exhibitor needs a work permit would depend on the nature of the business of the exhibition booth he/she mans and his/her activities therein. In general, if the exhibitor's activities are focused on promotion without engaging in retail sales, he will not need to apply for a work permit. However, if an exhibitor from outside Hong Kong is engaged in retail sales activities, a work permit will be required.

### **2. Exhibitors from Chinese Mainland**

Where Chinese Mainland exhibitors participating in trade fairs are concerned, it should be noted that they must apply for exit permission from the relevant Chinese Mainland authorities. For business visits, Mainland residents have to apply to the PSB Office in their place of domicile for permission to enter Hong Kong under the Business Visit Scheme. The PSB will issue an exit-entry permit with a business visit endorsement to Mainland business visitors. Exhibitors from Chinese Mainland are required to meet Hong Kong Immigration regulations as stipulated in item 1 of the above.

### **3. Hong Kong Exhibitors**

If any local exhibitor is planning to deploy or hire any personnel from outside Hong Kong at the booths during fair period (including move-in and move-out days), the above regulations (items 1 and 2) will also apply.

For details of Hong Kong immigration regulations, you may access the Immigration Department's web-site ([www.info.gov.hk/immd/](http://www.info.gov.hk/immd/)). If you have any queries regarding the above, please do not hesitate to contact Hong Kong Trade Development Council.

## 通告(2) - 參展商須遵守的入境規例

### 1. 來自香港以外的參展商

根據香港入境事務處的政策，外來旅遊人士可憑觀光、購物、洽談合約及出席會議等理由在香港逗留，唯逗留期間，旅遊人士必須遵守香港入境規例內訂明的若干條件。根據有關條件，旅遊人士不得從事僱傭工作（無論受薪或非受薪），亦不得開設或參與任何業務。有意在香港從事日常業務運作或投資活動的人士，必須申請工作簽證。

就貿易展覽會而言，參展商是否需要申請工作簽證，將視乎其展覽攤位的業務性質以及所涉活動而定。一般來說，假若參展商的活動主要為業務推廣而不涉及零售，則毋須申請工作簽證；假若參展商從事零售活動，便須申請工作簽證。

### 2. 中國內地參展商

參加貿易展覽會的內地參展商，必須向中國內地有關部門申請出境許可。至於商務旅遊，內地居民須向戶籍所在的公安機關，根據商務旅遊計劃申請來港許可，公安機關會向內地的商務旅遊人士簽發往來港澳通行證及商務簽注。內地參展商必須遵守以上第1項所列的香港入境規例。

### 3. 香港參展商

假若任何本地參展商有意於展覽會舉行期間（包括進館及撤館期間），在攤位派駐或僱用任何來自香港以外的人士，上述規例（第1及2項）亦同樣適用。

有關香港入境規例詳情，請瀏覽香港入境事務處網址 ([www.info.gov.hk/immd/](http://www.info.gov.hk/immd/))。如對上述規定有任何疑問，歡迎聯絡香港貿發局。



### **Circular (3) – Buyers Nomination for Hotel Sponsorship**

Thank you very much for your support to the coming HKTDC Hong Kong International Medical Devices and Supplies Fair 2015. To encourage the participation of more buyers from around the world, we are offering hotel sponsorship program for selective overseas buyers to visit our fair.

In this regard, you are invited to nominate buyers for our selection. We shall give you due credit when extending the offer to the buyers and advise you the outcome of your nomination afterwards. Please note, however, that we shall have the final discretion in selecting the buyers for extending the offer.

To facilitate our preparation work, please make use of the nomination form attached and observe the submission deadline **by 17 April 2015 (Fri)**.

We hope, with your full support in the promotion campaign, you will be able to capture the greatest business opportunities at the forthcoming trade show. If you have any questions, please do not hesitate to contact Ms. Koby Leung [Tel: (852) 2240 4593; Fax (852) 3521 3197; Email: [hkmedical.visitor@hktdc.org](mailto:hkmedical.visitor@hktdc.org)]

Thank you for your attention and wishing you a successful exhibition !

### **通告(3) – 酒店贊助推薦買家計劃**

感謝 貴司對香港貿發局香港國際醫療器材及用品展 2015 的支持。為了吸引更多海外買家到場與貴司洽談業務，本局將提供香港的酒店贊助予被挑選的買家。因此，本局誠邀閣下提名合適的買家。被揀選邀請的買家，將會收到列出提名公司名稱的邀請函，同時，本局亦會通知 貴公司提名的結果。請注意本局保留最終選擇權利。

為了給予本局充足的時間安排，請閣下儘早填妥買家推薦表格，於 **2015 年 4 月 17 日前**傳真至本局。本局將以 貴司的利益為依歸，務求通過這次展覽及這項買家酒店贊助計劃為 貴公司締造一個具效益、高增值的宣傳渠道。詳情請與梁君樂小姐聯絡[電話：(852) 2240 4593；傳真：(852) 3521 3197；電郵：[hkmedical.visitor@hktdc.org](mailto:hkmedical.visitor@hktdc.org)]。

祝各參展商展出成功！



To : Ms. Koby Leung, Hong Kong Trade Development Council (HKTDC)  
Fax : (852) 3521 3197

From (Exhibitor Name): \_\_\_\_\_

**HKTDC Hong Kong International Medical Devices and Supplies Fair 2015**  
**香港貿發局香港國際醫療器材及用品展 2015**  
**18 -20 / 5 / 2015**

**Buyers Nomination Form for Hotel Sponsorship 酒店贊助買家推薦表格**

**截止日期 Submission Deadline – 17 / 4 / 2015**

**買家資料 Information of Nominated Buyer**

公司名稱

Name of Company: \_\_\_\_\_

買家姓名 (先生/小姐)

Name of Person: Mr. / Ms. \_\_\_\_\_

職位 Position: \_\_\_\_\_

公司地址 Address: \_\_\_\_\_

國家 Country: \_\_\_\_\_ 郵編 Postal Code: \_\_\_\_\_

電話 Tel: \_\_\_\_\_ 傳真 Fax: \_\_\_\_\_

電子郵件 E-mail: \_\_\_\_\_

網址 Web-site: \_\_\_\_\_

公司業務 Nature of Business: \_\_\_\_\_ (Wholesaler, Importer, Buying Agent,  
Distributor, Retailer, Dental Clinic, Pharmacy, Child Care Centre, Medical Centre, Medical Laboratory etc.)

請複印此表格作更多買家提名，本局保留最終選擇權利。如有查詢，請致電 (852) 2240 4593 與梁君樂小姐聯絡。

Please copy this nomination form for nominating more than 1 buyer. Granting of hotel sponsorship is subject to sole discretion of the HKTDC. For further queries, please contact Ms. Koby Leung by tel: (852) 2240 4593.



## **Circular (4) - Caution on Third Party Promotional Offers**

The Hong Kong Trade Development Council (HKTDC) has learnt that exhibitors have been receiving invitations from Fair Guide (owned by Construct Data) for listings in its guide at the exhibitors' expense. It has also come to HKTDC's attention that another two companies under the name Expo Guide (owned by Commercial Online Manuals S de RL de CV ("Commercial Online Manuals")), Event Fair and AVRON have sent similar invitations to exhibitors inviting them to update or correct their data with its fair directory for free listing. The HKTDC would like to stress that the Fair Guide, the Expo Guide, the Event Fair and the AVRON has NO CONNECTION with the HKTDC or any of our fairs.

UFI, an international organization which represents the interests of the exhibition industry worldwide has been warning the exhibition industry to be vigilant against Fair Guide, Expo Guide, Construct Data, Commercial Online Manuals and other similar guides and organisations such as Event Fair & AVRON. UFI has also reported that debt collection agencies work in partnership with these guides to intimidate exhibitors for payment. The practice of Construct Data has been considered as unconscionable and misleading by the Austrian Protective Association. Recent information suggests that Construct Data & Event Fair have shifted its operation from Austria to Mexico and/or Slovakia.

It should be noted that the contents and wording of Fair Guide's and Expo Guide's letter and order form are virtually identical. It is possible that Construct Data, Commercial Online Manuals, Event Fair and AVRON are related companies or are in some way connected. You should therefore exercise due diligence and care when being approached for such invitations so as to avoid possible unwarranted and/or unnecessary financial commitments. In order to protect your own interests, you are urged to read the contracts (including the small print) and attachments carefully, as well as seeking legal advice, before signing any such documents.

The HKTDC does not recommend that you sign any materials that you receive from Construct Data, and/or Commercial Online Manuals and/or Event Fair, and/or AVRON. If you have mistakenly entered into contract with Construct Data and/or Commercial Online Manuals and/or Event Fair and/or AVRON, you should notify Construct Data and/or Commercial Online Manuals and/or Event Fair and/or AVRON in writing and inform them that you dispute the validity of the contract on the basis of mistake and/or misrepresentation. You should take legal advice as to how to respond to any demands for payment that you might receive.

For more information about UFI's action against Fair Guide, Expo Guide, Construct Data, please visit [http://www.ufi.org/Public/Default.aspx?CLEF\\_SITESMAPS=161](http://www.ufi.org/Public/Default.aspx?CLEF_SITESMAPS=161).

Should you have any questions, please contact Ms Candy Kwong, Exhibitions Project Manager at Tel: (852) 2240 4935; or email address: [candy.mk.kwong@hktdc.org](mailto:candy.mk.kwong@hktdc.org) of the Hong Kong Trade Development Council.

Thank you for your kind attention.



## 通告(4) – 請小心處理由第三者提供之推廣優惠

香港貿易發展局獲悉參展商曾接獲 Fair Guide (由 Construct Data 所擁有) 的邀請, 在其指南中刊登名錄, 費用由參展商負責。香港貿發局最近發現另外多家公司, 包括 Expo Guide (由 Commercial Online Manuals S de RL de CV (“Commercial Online Manuals”) 所擁有), Event Fair 及 AVRON 亦向參展商發出類似信件, 邀請參展商更新或更正他們于其指南中之資料作為免費刊登名錄。香港貿發局特此澄清及重申: Fair Guide 或 Expo Guide 或 Event Fair 或 AVRON 概與香港貿發局或本局的任何展覽完全無關。

UFI, 一個代表全球展覽業利益的國際組織, 已經警告展覽業要小心警惕 Fair guide、Expo Guide、Construct Data、Commercial Online Manuals 和其他類似的指南和組織如 Event Fair、AVRON。UFI 還報告說, 收債公司和這些指南和組織有夥伴的關係, 從而恐嚇參展商付款。Construct Data 之經營手法已被奧地利保障公平競爭協會 (Austrian Protective Association) 視為不公平及誤導。最近有資料顯示, Construct Data、Event Fair 及 AVRON 已從奧地利轉移其運作到墨西哥和/或斯洛伐克。

由於 Fair Guide 及 Expo Guide 的信件及訂單內容及語句幾乎完全相同, Construct Data, Commercial Online Manuals, Event Fair 與 AVRON 可能是相關或連繫之公司。閣下因此應盡量以小心謹慎的態度處理該等邀請, 以免作出不必要的財務承擔。本局特此呼籲閣下在簽署任何合約 (包括以細小字體列印的合約) 及附件之前, 應細閱有關文件和尋求法律意見, 以保障閣下本身的利益。

本局並不建議閣下簽署任何從 Construct Data 及/或 Commercial Online Manuals 及/或 Event Fair 及/或 AVRON 收到之文件。如閣下在錯誤情況下與 Construct Data 及/或 Commercial Online Manual Event Fair 及/或 AVRON 訂立合約, 閣下應以書面通知 Construct Data 及/或 Commercial Online Manuals 及/或 Event Fair 及/或 AVRON 指出基于錯誤或被誤導之情況下簽署該文件, 有關合約無效。閣下應該就如何應對你可能會收到的付款要求尋求法律意見。

欲瞭解更多信息關於 UFI 對 Fair Guide, Expo Guide, Construct Data 與 Commercial Online Manuals 採取之行動, 請瀏覽此網頁  
[http://www.ufi.org/Public/Default.aspx?CLEF\\_SITESMAPS=161](http://www.ufi.org/Public/Default.aspx?CLEF_SITESMAPS=161)。

如有任何問題, 請與本局展覽項目經理鄭夢均小姐聯絡, 電話: (852) 2240 4935 或電郵:  
[candy.mk.kwong@hktdc.org](mailto:candy.mk.kwong@hktdc.org)。

## Circular (5) - Caution on Rental of Credit Card Payment Terminals

The Hong Kong Trade Development Council (HKTDC) is recently informed that a service provider of credit card payment terminal has offered its payment terminal rental service to exhibitors in exhibitions held in Hong Kong, but failed to return the transaction amount to exhibitors before the deadline as stipulated in the contract. The HKTDC would like to clarify that it has **NOT** appointed any credit card payment terminal providers in **ALL** HKTDC fairs. To protect your own interests, you are reminded to exercise due diligence and read all contracts carefully before appointing any service providers.

## 通告(5) – 提防有關信用卡終端機租賃服務

香港貿易發展局(香港貿發局)獲悉近日有公司在香港舉辦的展覽會中提供信用卡終端機租賃服務予參展商，但並未有在合約指定日期發還有關交易金額。香港貿發局特此澄清本局並沒有委託或指派任何第三者提供信用卡終端機租賃服務，並提醒所有參展商在使用任何供應商的服務前，應先清楚了解其背景，並細閱有關文件及合約細則，以確保閣下本身的利益。

**Circular 通告(6) – Points to Note/New Measures on Custom-Built Participation 特裝參展新措施**

In order to enhance the overall safety and efficiency of the fair, new measures regarding custom-built stands have been implemented. Please pay attention to the summary as follow and refer to section 4 of the Exhibitors' Manual for details.

Section	Items	
4.2	<u>Information submission</u> Please note the deadline for submission of Custom-Built Participation Contractors' Information (Form 1), construction drawings, lighting distribution plan, site work deposit and insurance copy. Otherwise, a late charge of HK\$2,000 (US\$250) will be charged to the Exhibitor or its appointed contractor.  Submission of "Structural Safety Certificate", Documentary Proof of Fire Services Compliance and "Certification of <Electrical> installation, inspection & testing" (Form WR1) are also required.	
4.2.2	<u>Site work deposit</u> Calculation based on HK\$200/US\$25 per sqm. For two-storey construction stand, the site work deposit is doubled. Minimum and maximum deposit amounts are HK\$5,000 and HK\$50,000 respectively.	
4.2.3	Contractors are required to carry out and maintain public liability insurance in a sum not less than HK\$10 million for any single claim, unlimited in aggregate. The insurance should be maintained in force at all times during the move-in period, exhibition period and move-out period, i.e. <b>16-21 May 2015</b> .	
4.2.4	Hall rental charges for over-time move-in and move-out	
4.2.5	Maximum stand height	
4.2.6	<u>Submission of Structural Safety Certificate, Structural Calculations and Documentary Proof of Fire Services Compliance</u>	
	Stands & temporary structures	>2500mm & <4500mmH ≥ 4500mmH or two-storey construction
	Stages or platforms	>1100mm & <1500mmH ≥ 1500mmH
	Suspended lighting truss & equipment	<100 kg ≥ 100 kg
	Authorized Person/ Registered Structural Engineer (AP/RSE) should be deployed to	Verify stability of design drawings
		Verify stability of design drawings & prepare structural calculations
		Supervise construction works at site
	Verify stability after completion by issuing structural safety certificate	
	Submit design drawings to Organiser by <b>23 Mar 2015</b>	By email copies with structural calculations*
	Submit by dropping into the collection box at Technical Services Counter by 1500 hrs on <b>17 May 2015</b>	Structural Safety Certificate*
	Submit to Official Electrical Contractor by 1500 hrs on <b>17 May 2015</b>	Certificate of installation, inspection & testing (Form WR1)*
	Upon Venue Operator's / Government Authority's request	Documentary Proof of Fire Services Compliance
	* Failing to provide the required certificate and form by 2200 hrs on last move-in day will result in prohibition all access to the stand/suspension of electricity supply throughout the fair period.	
	Exhibitors must accept full responsibility for the safety of the Stand, as Construction Sites (Safety) Regulations (Chapter 59) is applicable.	

	<p>An Authorized Person can either be a Registered Architect (AP-List I), or a Registered Structural Engineer (AP-List II), or a Registered Building Surveyor (AP-list III). An Authorized Person is legally defined in the HKSAR Buildings Ordinance Chapter 123. For <b>AP/RSE</b> registry, please visit <a href="http://www.bd.gov.hk/english/inform/e_rse_1.html">http://www.bd.gov.hk/english/inform/e_rse_1.html</a>.</p> <p><b>Documentary Proof of Fire Services Compliance</b> In compliance with the Venue's Rules &amp; Regulations, all construction and decoration of stands (including but not limit to drapes, curtains, fabrics, banners, backdrops) must be non-combustible, inherently non-flammable or durably flameproof and may be inspected by authorized personnel of Venue Operator or the Hong Kong Government to verify compliance. As such, relevant documentation relating to fire tests, flame tests, fume tests and other similar tests which may be required by the relevant legislation and regulations should be available upon request. Alternatively, these items shall be brought up to any of those standards by treating with a fire retardant paint or solution acceptable to Director of Fire Services. The work shall be carried out by a Class 2 Registered Fire Service Installation Contractor and a certificate (FS251) to this effect from the Exhibitor/Contractor shall be submitted to the Organiser upon request, as documentary proof of compliance. Please refer to <a href="http://www.hkfsd.gov.hk/eng/source/licensing/premises.htm#e3">http://www.hkfsd.gov.hk/eng/source/licensing/premises.htm#e3</a> for details. For <b>Registered Fire Service Installation Contractor</b> registry, please visit <a href="http://www.hkfsd.gov.hk/home/eng/source/FSIC_list_eng.pdf">http://www.hkfsd.gov.hk/home/eng/source/FSIC_list_eng.pdf</a>.</p>
4.2.7	<p><b>Electricity</b> In compliance with the Electricity Ordinance (Chapter 406) Electricity (Wiring) Regulations, all electrical installations, inspection and testing must be carried out by a registered electrical worker together with a registered electrical contractor. "Certification of installation, inspection &amp; testing" (Form WR1) should be submitted to the <b>Official Electrical Contractor</b> as per schedule mentioned above.</p>
4.2.9	<p><b>Reflective Vest</b> All Licensees and person requiring admission to the Licensed Area for any reasons in connection with building-up or breaking-down of exhibition stands or for any activities will require wearing Reflective Vest.</p>
4.2.12	<p><b>Waste Reduction and Recovery Measures</b> In accordance with the Waste Disposal (Chemical Waste) (General) Regulation, Hong Kong Convention &amp; Exhibition Centre has been approved as a waste producer for disposing mercury lamps. Nine recycling bins have been placed at G/F opposite to Design Gallery, Hall 1AC loading area, Hall 3CEG loading area and Hall 5CEG loading area.</p>
4.2.13	<p><b>Construction Industry Safety Training Certificate</b> All stand fitting contractors must acquire Construction Industry Safety Training Certificates ("Green Card") qualifications and have it properly displayed when working at HKCEC. HKCEC's security reserves the right to refuse entry or remove personnel for those who fail to provide valid credentials.</p> <p>Please feel free to contact the Event Planning &amp; Co-ordination Team of the Venue Operator at <a href="mailto:hkcecepc@hkcec.com">hkcecepc@hkcec.com</a> or (852) 2582 8888 should you need further assistance.</p>
4.2.14	Requirements must be complied with by the Exhibitor and his/her appointed Contractor
4.2.15	Deduction of site work deposit

We believe that you and your appointed contractor(s) will support us in this initiative in creating a safer working environment. To ensure a full compliance on the above rules, we will penalize offenders by refusing their participation in our future fairs, and forfeiting totally the site work deposits lodged with us.

"A Guide on Safety and Health in the Hong Kong Exhibition and Convention Industry" has been published by the Hong Kong Exhibition and Convention Industry Association (HKECIA), which extensively covers various aspects of the industry that requires proper attention. You and your appointed contractor(s) are advised to go through the guide via [http://www.exhibitions.org.hk/english/media\\_detail.php?id=275](http://www.exhibitions.org.hk/english/media_detail.php?id=275)

For queries, please feel free to contact Ms Grace Lee <email ([grace.py.lee@hktdc.org](mailto:grace.py.lee@hktdc.org)) or phone (852 2240 5519)>. Thank you for your kind understanding and co-operation!

為提升展覽的整體安全及效率，有關特裝攤位的新措施亦已實施。其簡要如下，詳情請參閱參展商手冊第四部份。

部份	內容		
4.2	<u>提交資料</u> 請留意特裝參展承建商資料申報表(表格一)、設計圖則及燈圖、施工按金、公眾責任保單副本的提交日期。否則，主辦機構會向參展商/承建商收取 2,000 港元(250 美元)的逾期行政費。  亦須提交「結構安全證明書」、「電力裝置完工證明書」〔表格 WR1〕及符合相關消防規定證明書。		
4.2.2	<u>施工按金</u> 按金以每平方米 200 港元 ( 25 美元 ) 計算。搭建雙層結構攤位必須繳交雙倍按金。而最低及最高的金額分別為 5,000 港元及 50,000 港元。		
4.2.3	承建商必須購買有效的公眾責任保險，每次事故賠償限額不少於 1000 萬港元，而保險期內累積賠償額則無限。有效期須包括進場、展覽期間及離場(即 <b>2015 年 5 月 16-21 日</b> )。		
4.2.4	進場及離場超時租場收費		
4.2.5	攤位高度限制		
4.2.6	<u>提交「結構安全證明書」、「數據證明」、符合相關消防規定證明書</u>		
	攤位及臨時搭建物	>2.5 米 而 <4.5 米高	≥ 4.5 米高或雙層結構
	平台或舞台	>1.1 米 而 <1.5 米高	≥ 1.5 米高
	懸空照明支架及設備	<100 公斤	≥ 100 公斤
	認可人士/註冊結構工程師應	證明其設計圖則穩定性	證明其設計圖則穩定性及數據證明
		監督搭建工程	
		在完成搭建後驗證並簽發結構安全證明書	
	於 <b>2015 年 3 月 23 日</b> 或之前提交圖則予主辦機構	以電郵方式	設計圖則及數據證明*
	於 <b>2015 年 5 月 17 日</b> 下午 3 時或之前投放到「攤位設施」展位之收集箱	結構安全證明書*	
	於 <b>2015 年 5 月 17 日</b> 下午 3 時或之前交予大會電力承建商	電力裝置完工證明書〔表格 WR1〕*	
	應展館營運者、政府部門要求才需提供	符合相關消防規定證明書	
	*如未能於最後進場日晚上 10 時前交妥相關證明書/表格，主辦機構有權在整個展期內禁止所有人士進入有關攤位/停止電力供應。  參展商須完全負責攤位結構的安全，詳情可參照《建築地盤 (安全) 條例》第 59 章。  認可人士包括註冊建築師 (認可人士名單 1)、註冊結構工程師 (認可人士名單 2) 或註冊屋宇測量師 (認可人士名單 3)。認可人士的定義詳述於香港建築物條例第 123 章。有關 <u>認可人士/註冊結構工程師</u> 的名冊，請瀏覽屋宇署網頁: <a href="http://www.bd.gov.hk/chineseT/inform/c_rse_1.html">http://www.bd.gov.hk/chineseT/inform/c_rse_1.html</a> 。		



	<p>符合相關消防規定證明書</p> <p>按展館營運者的規定，所有搭建及裝飾材料〔包括但不限於窗簾、門簾、織物、橫幅、木材結構〕必須屬非可燃材料，非易燃品質地或防火耐用性材料。展館營運者或香港政府授權代表可要求檢查這些材料的合規性，而參展商/承建商必須提供有關防火試驗、燃燒試驗、烟薰試驗及相關法例及規例要求的其他類似試驗的相關文件。</p> <p>或由註冊二級消防裝置承辦商，以防火溶液將搭建及裝飾材料加以處理的工作，並在完工後簽發消防證明書〔消防表格 251〕以證明符合規定。參展商/承建商必須保存該表格，並需應展館營運者或香港政府要求而提交。詳情請瀏覽消防處網頁  <a href="http://www.hkfsd.gov.hk/chi/source/licensing/premises.htm#e3">http://www.hkfsd.gov.hk/chi/source/licensing/premises.htm#e3</a>。有關註冊消防裝置承辦商的名冊，請瀏覽消防處網頁：<a href="http://www.hkfsd.gov.hk/home/chi/source/FSIC_list_chi.pdf">http://www.hkfsd.gov.hk/home/chi/source/FSIC_list_chi.pdf</a>。</p>
4.2.7	<p><b>電力裝置</b></p> <p>按電力條例〔第 406 章〕電力〔線路〕規例，所有電力安裝、檢查及測試必須由註冊電業工程人員及註冊電業承辦商代行，並須簽發表格 WR1 及須於上述指定時間交予<b>大會電力承建商</b>，以茲證明。</p>
4.2.9	<p><b>反光背心</b></p> <p>任何獲授權或獲准進入租用攤位範圍，進行展覽攤位搭建、拆卸或其他任何活動的人士，一律必須穿上反光背心。</p>
4.2.12	<p><b>減少廢物及回收措施</b></p> <p>根據《廢物處置（化學廢物）（一般）規例》，香港會議展覽中心已成為含水銀燈管廢物產生者，並於該中心地下「設計廊」對面；展覽廳一 A、C 卸貨區；展覽廳三 C、E、G 卸貨區及展覽廳五 C、E、G 卸貨區共設置九個回收筒供棄置之用。</p>
4.2.13	<p><b>建築業安全訓練證明書</b></p> <p>凡進入展館工作的承建商，必須持有建築業安全訓練證明書措施（即「平安咭」），並須清楚地展示出來。否則，展館營運者之保安人員有權拒絕該人士進入或要求該人士離開展館。</p> <p>如有任何查詢，可透過電郵 <a href="mailto:hkcepc@hkcec.com">hkcepc@hkcec.com</a> 或致電 (852) 2582 8888 與展館營運者之項目策劃及統籌部聯絡。</p>
4.2.14	參展商及其承建商必須遵守的規定
4.2.15	施工按金扣款制

本局深信 貴公司及 貴公司委託的承建商必定全力支持上述措施，共同營造更安全的工作環境。為確保參展商及承建商遵守上述規定，本局將拒絕違規者參加本局日後舉辦的展覽會，並全數沒收其繳交的施工按金，以作處分。

由香港展覽會議協會出版的「香港展覽會議業之安全及健康指南」已涵蓋業界需注意的事項。請 貴公司及 貴公司委託的承建商仔細參閱以下網站：

[http://www.exhibitions.org.hk/tc\\_chi/media\\_detail.php?id=275](http://www.exhibitions.org.hk/tc_chi/media_detail.php?id=275)

如有查詢，請聯絡李佩盈小姐 <電郵[grace.py.lee@hktdc.org](mailto:grace.py.lee@hktdc.org); 電話852-2240 5519>。



## **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS AT HKTDC EXHIBITIONS**

### **Exhibitors' Brief**

The Hong Kong Trade Development Council (HKTDC), the statutory body promoting Hong Kong's international trade, is committed to fostering original design and safeguarding intellectual property rights.

We have on-the-spot procedures at our trade fairs for handling any complaint that a product on display infringes someone else's intellectual property rights. These complimentary procedures are not the only way in which complainants can file complaints. Complainants can also file complaints with Hong Kong Customs and Excise Department and/or the Courts of Hong Kong.

These procedures, carried out with our on-call legal advisor, are designed to help establish whether there is a case to answer so that complaints may either be pursued or resolved promptly. Our legal advisors will be on-call during the opening hours of our trade fairs and will attend our office within a reasonable time upon notification by us to handle any complaint filed in accordance with the Exhibitor's Brief. Our aim is as much to protect the rights of individual exhibitors to be promptly cleared of unfounded complaints as it is to uphold their obligation to respect the intellectual property rights of others.

In this respect, the attention of all exhibitors is drawn to Clause 43 of the conditions of participation, setting out rights and obligations of exhibitors at HKTDC exhibitions:

The Exhibitor warrants that the exhibits and packages thereof and the Publicity Material or any other part of the display on the Stand 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 Organiser 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 Organiser and/or the latter's agents, representatives, contractors or employees of such third party's rights.

The Exhibitor agrees that it shall comply with any "Exhibitors' Brief on the Protection of Intellectual Property Rights at HKTDC Exhibitions" ("**Exhibitors' Brief**") that the Organiser 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 or refuses to abide by any of the terms and conditions of the Exhibitors' Brief, the Organiser shall have the sole and absolute discretion to ban the Exhibitor and any of its parent, associate, affiliated and/or subsidiary companies from any or all future HKTDC exhibitions and / or to further ban any representatives of the Exhibitor in question from entering the venue of the current HKTDC Exhibition in which the Exhibitor is participating.

If a complainant/an Exhibitor ("**complainant**") files a complaint with the Organiser in accordance with the Exhibitors' Brief and requests the Organiser to take action against an Exhibitor, the complainant agrees to hold the Organiser, 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 Organiser, 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 Organiser, 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.

**Procedures**

1. If you have any complaint involving infringement of your intellectual property rights, this should be reported to the Fair Management Office, where it will be handled by HKTDC Fair Officials and the on-call Fair Legal Advisor engaged by HKTDC (the "**Fair Legal Advisor**"). The Fair Legal Advisor will be on-call during the opening hours of HKTDC's trade fairs and will attend the HKTDC's office within a reasonable time upon notification by the HKTDC to handle any complaint filed in accordance with the Exhibitor's Brief.
2. If you receive a complaint at your booth, you should refer the complainant to the Fair Management Office.
3. Both the documents attached to the Exhibitors' Brief and the Fair Legal Advisor will specify the kind of documents and other evidence necessary to support a complaint.
4. If the Fair Legal Advisor is satisfied, on the basis of the documents provided, that the complaint's intellectual property rights are valid and have been infringed by the display of the Exhibitors' product or material in dispute at the Fair, a HKTDC Fair Official will visit the booth involved.
5. The Fair Legal Advisor will also visit the HKTDC's website ([www.hktdc.com](http://www.hktdc.com)) to check whether the product or any material in dispute is displayed on the said website. If so, the HKTDC has the sole and absolute discretion to disable the link or otherwise take down / remove the disputed product or material from the Organizer's website in accordance with the HKTDC's *Terms & Conditions for Printed Advertisement & Online Promotion* without further notice.
6. As Fair Organizer, HKTDC has the power to immediately take at least 3 photographs of the product or any material in dispute.
7. The exhibitor will be asked to remove the product or material in dispute immediately from display and not to trade in it for the remainder of the exhibition unless he/she can adduce evidence to show to the satisfaction of the Fair Legal Advisor that he/she has the right to deal in such product or material. He/she will also be required to sign an undertaking immediately to this effect. A copy of the signed undertaking and one copy of the photograph will be given to the complainant and the Exhibitor. A further copy of the signed undertaking together with one copy of the photograph will be retained by the HKTDC for its records.
8. If the HKTDC is notified by the Customs and Excise Department that it is investigating possible violation of copyright and/or trademark by an Exhibitor at the Fair, the Exhibitor will be required to immediately remove the product or material which is under investigation for the remainder of the fair.
9. If the exhibitor fails or refuses to co-operate with HKTDC under paragraphs 6 and/or 7 and/or 8 above, HKTDC shall have the power, in its sole and absolute discretion, to ban the Exhibitor, or any parent, associate, affiliated and / or subsidiary company, from any or all future HKTDC exhibitions.
10. HKTDC staff will visit any booth in respect of which a complaint has been received and accepted by the Fair Legal Advisor, in order to reconfirm that the disputed product or material is no longer on display and is not being traded. If the Exhibitor is found to have breached its undertaking not to display or deal with the product or material in dispute during the remaining period of the Fair, HKTDC shall have the power, at its sole and absolute discretion, to immediately terminate the Exhibitors' right of participation in the Fair in question without any refund of the participation fee already paid by the Exhibitor and to ban the Exhibitor or any parent, associate, affiliated and / or subsidiary company from any or all future HKTDC exhibitions.

**Penalties**

An exhibitor or any parent, associate, affiliated and / or subsidiary company may, in the sole and absolute discretion of the HKTDC, be banned from any or all future participation in HKTDC exhibitions if :

- a. after HKTDC has received and accepted a complaint against the Exhibitor, the Exhibitor fails or refuses to:
- allow HKTDC to immediately take 3 photographs of the product or material in dispute;
  - sign an undertaking immediately in favour of HKTDC in a form provided by HKTDC, indicating its decision whether to remove or continue to display the product or material in dispute;
- OR
- b. if the Exhibitor refuses to remove from display the product or material in dispute and a legal action brought against the Exhibitor in relation to the display of the product or material in dispute is upheld by a Court in Hong Kong, notwithstanding that the Exhibitor has signed an undertaking in favour of HKTDC and allowed HKTDC to take photographs of the product or material in dispute during the Fair;
- OR
- c. the Exhibitor removes the product or material in dispute immediately from display and signs an undertaking provided by HKTDC not to display or deal with any such item for the rest of the Fair period, but is subsequently found to be in breach of such an undertaking; in which case the HKTDC shall, in addition, be entitled to immediately terminate the Exhibitors' right of participation for the rest of the Fair period without refund of any participation fee already paid by the Exhibitor;
- OR
- d. there are two or more court rulings from a Court in Hong Kong against the Exhibitor confirming its infringement of intellectual property rights of the complainant(s) during two consecutive fair periods, notwithstanding that the Exhibitor has cooperated with HKTDC during the Fairs by removing the disputed product or material from display;
- OR
- e. within two consecutive fair periods there are four or more valid complaints filed against the same exhibitor and which have been accepted by the Fair Legal Advisor:
- by more than one complainant in respect of different intellectual property rights; or
  - by the same complainant in respect of different products or material items
- OR
- f. the Exhibitor is accused or convicted of any criminal offence relating to infringement of intellectual property rights or violation of intellectual property-related laws and regulations.

### **Penalties for intellectual property-related criminal offences**

#### **Copyright Ordinance (Chapter 528 the Laws of Hong Kong)**

It is a criminal offence to make or deal in articles that infringe copyright. The Copyright Ordinance sets out in detail the different activities that constitute criminal offences. A person who commits such a criminal offence is liable to a fine of HK\$50,000 in respect of each infringing copy and to 4 years' imprisonment or a fine of HK\$500,000 and 8 years' imprisonment depending on the type of infringing activity carried out.

#### **Trade Descriptions Ordinance (Chapter 362 the Laws of Hong Kong)**

Under the Trade Descriptions Ordinance, any person who:-

- (i) applies a false trade description to any goods;
- (ii) supplies or offers to supply any goods to which a false trade description is applied; or
- (iii) has in his possession for sale, or for any purpose of trade or manufacture, any goods to which a false trade description is applied commits a criminal offence.

Further, any person who forges any registered trade mark or falsely applies to any goods any trade mark so nearly resembling a registered trade mark as to be calculated to deceive also commits a criminal offence.

Any person who commits such an offence under the Trade Descriptions Ordinance may be liable -

- (a) on conviction on indictment, to a fine of \$500,000 and to imprisonment for 5 years; and
- (b) on summary conviction, to a fine of \$100,000 and to imprisonment for 2 years.

## **Documents Required as Evidence of Subsistence, Ownership and Infringement of Intellectual Property Rights**

### **A. Copyright**

1. date and place that the work was first made;
2. name of author and name of owner of the work;
3. original work or a certified copy of the original work e.g. design drawings, sketches;
4. proof of ownership of the work. In the event the author of the works is an employee of the complainant, contract of employment;
5. in the event the author of the works is not the complainant nor an employee of the complainant, copyright assignment evidencing assignment of copyright from author to complainant;
6. invoice, shipping document or other documents evidencing the date of (i) first sale of the product or article to which the original copyright work relates or (ii) first publication of the relevant copyright work;
7. alternatively, an affidavit of the copyright ownership pursuant to Section 121 of the copyright Ordinance.

### **B. Trade Mark**

1. Original or certified copy of a valid Certificate of Registration of Trade Mark in Hong Kong including any renewal certificates or proof of renewal.

### **C. Registered Design**

1. Original or certified copy of a valid Certificate of Registration of Design in Hong Kong including any renewal certificates or proof of renewal.

### **D. Patent**

1. Original or certified copy of a valid Certificate of Grant of Patent in Hong Kong including any renewal certificates or proof of renewal.
2. A written opinion from the complainant's Hong Kong patent agent or legal advisor that the Hong Kong patent is valid and infringed by the display of the Exhibitor's product or material in dispute during the Fair.

And any other evidence that the Fair Legal Advisor may require depending on the specific facts of the case.

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## 香港貿發局展覽會保護知識產權措施 參展商須知

香港貿發局是專責促進香港對外貿易的法定機構，對於推動原創設計以及保護知識產權不遺餘力。

本局訂有一套處理展覽現場侵權投訴的程序，並聘法律顧問，以確定侵權投訴是否理據充足，協助有關方面決定採取進一步行動抑或從速解決糾紛。本局於展覽會開放期間備有法律顧問候命，如投訴人/參展商根據參展商須知向本局作出侵權投訴，本局之法律顧問將於收到本局有關通知後的合理時間內抵達本局之辦事處協助處理有關投訴。這些免費的投訴程序不是投訴人唯一的投訴方法，投訴人也可以向香港海關和/或香港法院提出投訴。

訂定這套程序的目的，是提醒參展商尊重他人的知識產權，並同時盡快澄清無理投訴以保障參展商的權益。

茲促請所有參展商，必須遵守香港貿發局展覽會參展規則第 43 項有關參展商權利與責任的條款，內容如下：

參展商保證展品及產品包裝，以及宣傳品或攤位的任何展示部分，在各方面均沒有違反或侵犯任何第三者的權利，包括所有知識產權，其中包括但不限於已註冊或未註冊的商標、版權、外觀設計、名稱及專利；並同意悉數賠償主辦機構以及其代理、代表、承包商和僱員因第三者指控參展商及/或主辦機構及/或後者的代理、代表、承包商和僱員侵權而招致的費用、開支及索償。

參展商，無論是投訴他人侵權或被人指控侵權者，同意遵守主辦機構不時發出的任何《香港貿發局展覽會保護知識產權措施：參展商須知》（「參展商須知」），包括其中所列的處理投訴程序和侵權罰則。假若參展商違反或拒絕遵守《參展商須知》的任何條款及條件，主辦機構有唯一及絕對酌情權禁止參展商及其任何母公司、有聯繫公司、相關聯公司及/或附屬公司參加香港貿發局以後舉辦的任何或所有展覽會，及/或進一步禁止其代表進入參展商當時正在參展的展覽會場。

假若有投訴人/參展商（「投訴人」）按照《參展商須知》向主辦機構提出投訴，並要求主辦機構對其他參展商採取行動，投訴人必須同意免除主辦機構以及其代理、代表、承包商和僱員（包括但不限於所述各方的法律顧問）的所有責任，同時悉數賠償上述各方由於依據有關投訴或有關投訴人所作出的其他要求、指示或指令而採取的行動所招致的任何責任、損失、費用（包括但不限於法律費用）、開支和賠償；投訴人並同意不會就有關投訴及被指控侵權事件對主辦機構以及其代理、代表、承包商或僱員（包括但不限於所述各方的法律顧問）採取任何法律行動、或提出任何索償或要求。

### 處理投訴程序

1. 假若閣下欲提出有關侵犯閣下知識產權的投訴，請向主辦機構辦事處報告，本局的負責人員以及候命的法律顧問（「法律顧問」）將會處理有關投訴。法律顧問將於展覽會開放期間候命，如投訴人/參展商根據參展商須知向本局作出侵權投訴，法律顧問將於收到本局有關通知後的合理時間內抵達主辦機構辦事處協助處理有關投訴。
2. 假若閣下在攤位被人指控侵權，應轉介有關投訴到主辦機構辦事處提出投訴。
3. 隨附《參展商須知》的資料文件以及法律顧問，均會指明侵權投訴所需的文件及其他證據。



4. 假若法律顧問根據投訴人提供之文件，認為投訴人之知識產權有效，而且被有關參展商之展品或物品侵權，本局負責人員會前往涉嫌侵權參展商攤位處理該投訴。
5. 法律顧問亦會檢查有關涉嫌侵權展品或任何具爭議的物品有否於本局的網站(www.hktdc.com)上顯示。若有該等發現，本局有全權絕對酌情決定權根據本局之《網上推廣條款及條件》停止顯示涉嫌侵權的產品之連結或以其他方式從本局的網站取下/刪除涉嫌侵權的展品以及其有關物品，恕不作另行通知。
6. 本局作為主辦機構，有權即時為涉嫌侵權展品或任何具爭議的物品拍照最少三張。
7. 除非有關參展商能提出使法律顧問認為滿意的證據顯示其有權經營該等涉嫌侵權的展品或物品，否則會被要求立即收回有關產品或物品以及不得在展覽會舉行期間經營所涉產品，同時須立即簽字作出承諾，而承諾書副本及一張相片則會交予被投訴人及有關參展商。本局會保留一份承諾書副本及一張相片作為紀錄。
8. 假若本局獲悉有參展商因涉嫌侵犯版權及/或商標而被香港海關調查，本局將要求該參展商立即收回所涉產品或物品。
9. 假若有關參展商拒絕合作或違反上述第6及/或第7及/或第8項條款，本局有唯一及絕對之酌情權禁止該等參展商或其任何母公司、有聯繫人士、相關聯公司及/或附屬公司參加本局以後舉辦的任何或所有展覽會的權利。
10. 本局職員會定期到法律顧問認為涉嫌侵權的攤位視察，以確保有關參展商不再展示或經營所涉產品或物品。假若發現參展商違反承諾，本局有唯一及絕對酌情權即時取消該等參展商或其任何母公司、有聯繫公司、相關聯公司及/或附屬公司的參展資格，毋須退還已收取的參展費，並禁止其或其任何母公司、有聯繫公司、相關聯公司及/或附屬公司參加本局以後舉辦的任何或所有展覽會。

### **侵權處罰**

本局有唯一及絕對酌情權就下列其中一種情況，決定是否禁止參展商或任何母公司、有聯繫公司、相關聯公司及/或附屬公司參加本局以後舉辦的任何或所有展覽會：

1. 在本局受理的侵權投訴中，涉嫌侵權的參展商沒有或拒絕：
  - 立即讓本局職員為涉嫌侵權的產品或物品拍三張照片；或
  - 應本局要求立即簽署本局提供的承諾書，註明是否願意收回或是決定繼續展示有關展品或物品。
2. 參展商雖然應本局要求簽署承諾書及讓本局職員為涉嫌侵權的展品或物品拍照，但拒絕收回涉嫌侵權的展品或物品，及有關展品或物品其後被香港法庭裁定侵權。
3. 參展商雖然立即收回涉嫌侵權的展品或物品，並簽字承諾在展覽會舉行期間不再展示或經營所涉產品，但其後被發現違反承諾。在此情況下，本局有權即時取消有關參展商的參展資格，同時毋須退還已收取的參展費。
4. 參展商雖然在展覽會舉行期間與本局合作收回涉嫌侵權的展品或物品，但遭香港法庭最少兩度裁定在連續兩屆展覽期中侵權。



5. 參展商在連續兩屆展覽會中，

- 被超過一名投訴人作出四宗或以上牽涉及不同知識產權的有據投訴；或
- 被同一名投訴人投訴最少有四項不同產品或物品侵權；

而該等投訴為法律顧問所接納

6. 參展商被控或被判觸犯任何有關侵犯知識產權或違反知識產權有關法律或法規之罪行。

### **有關知識產權刑事罪行之刑罰**

#### **版權條例 (香港法例第 528 章)**

任何人製造或處理侵犯版權之物品即屬犯罪。版權條例已詳細列明可構成該等刑事罪行之各類行為。任何干犯有關罪行之人士可就每份侵犯版權複製品被處罰款港幣五萬元及監禁四年或處罰款港幣五十萬元及監禁八年，視乎有關行為之性質而訂。

#### **商品說明條例 (香港法例第 362 章)**

根據商品說明條例，任何人士：

- (i) 將虛假商品說明應用於任何貨品；
- (ii) 供應或要約供應已應用虛假商品說明的貨品；或
- (iii) 管有任何已應用虛假商品說明的貨品作售賣或任何商業或製造用途，即屬犯罪。

再者，任何人如偽造任何註冊商標或將任何商標或任何與某一商標極為相似而相當可能會使人受欺騙的商標以虛假方式應用於任何貨品，亦屬犯罪。

任何干犯商品說明條例中有關罪行之人士可被：

- (a) 一經循公訴程序定罪，可被處罰款港幣五十萬元及監禁五年；及
- (b) 一經循簡易程序定罪，可被處罰款港幣十萬元及監禁兩年。

## 通告

### 證明知識產權的存在，擁有權及被侵權的所需文件

#### A. 版權

1. 作品的創作日期和地點；
2. 作品的作者名稱及擁有者名稱；
3. 原作正本或核證副本，例如設計圖樣及草圖等；
4. 作品擁有權證明。倘若有關作品的作者是投訴人的僱員，則須提供僱聘合約；
5. 倘若有關作品的作者並非投訴人或投訴人的僱員，則須提供證明作者向投訴人轉讓版權的版權轉讓書；
6. 發票、貨運文件或其他文件，而該等文件可證明(1)首次出售有關該版權之產品或物品之日期；或(2)首次發布有關版權作品之日期。
7. 或根據版權條例第一二一條所作之誓章。

#### B. 商標

1. 有效的香港商標註冊證書正本或核證副本，包括續期證書或證明。

#### C. 外觀設計

1. 有效的香港外觀設計註冊證書正本或核證副本，包括續期證書或證明。

#### D. 專利

1. 有效的香港專利權證書正本或核證副本，包括續期證書或證明。
2. 由投訴人之專利代理或法律顧問發出之書面意見書，證明投訴人於香港之專利權有效，而且被有關參展商之展品或物品侵權。

以及任何由法律顧問因應實際情況要求提供的其他證明文件。

## Circular (8) – Special Attention to Relevant Ordinances

During the fair period, exhibitors must observe and pay special attention to the following relevant ordinances, rules & references for Western medicine & medical products or services. Please refer to the Exhibitors' Manual part 3.5 for details.

- 1) Pharmacy and Poisons Ordinance
- 2) Public Health and Municipal Services Ordinance
- 3) Undesirable Medical Advertisements Ordinance
- 4) Trade Descriptions Ordinance
- 5) Dangerous Drugs Ordinance
- 6) Antibiotics Ordinance
- 7) Control of Chemicals Ordinance
- 8) Import and Export Ordinance
- 9) Chinese Medicine Ordinance
- 10) Prevention of Bribery Ordinance
- 11) Waste Disposal Ordinance
- 12) Boilers and Pressure Vessels Ordinance
- 13) Telecommunications Ordinance
- 14) Radiation Ordinance
- 15) Electricity Ordinance
- 16) Consumer Goods Safety Ordinance

Thank you for your kind attention.

## 通告(8) – 須額外注意之法例及規則





在展覽會期間，參展商必須注意並嚴格遵守以下各項有關西醫藥及醫學產品或服務的法例及規則，詳情請參閱參展商手冊 3.5 部分。

- 1) 《藥劑業及毒藥條例》
- 2) 《公眾衛生及市政條例》
- 3) 《不良醫藥廣告條例》
- 4) 《商品說明條例》
- 5) 《危險藥物條例》
- 6) 《抗生素條例》
- 7) 《化學品管制條例》
- 8) 《進出口條例》
- 9) 《中醫藥條例》
- 10) 《防止賄賂條例》
- 11) 《廢物處置條例》
- 12) 《鍋爐及壓力容器條例》
- 13) 《電訊條例》
- 14) 《輻射條例》
- 15) 《電力條例》
- 16) 《消費品安全條例》



敬請留意！

## Circular (9) - Attention to All Exhibitors 通告(9) 參展商請注意

### Electricity Supply 電力供應

 	<p>For the standard socket (if included in the booth package) provided by the organizer, please be reminded that the fuse maximum capacity is <b>500watt</b> for one electrical appliance only. Exhibitor should also check which type of socket you have ordered (if any) and its power limitation. The fuse will be broken if electricity consumption exceeded the power supply limit. <b>HKD50 will be charged for each fuse re-installation. <u>No multi-plug or extension cord are allowed to be connected to the socket.</u></b> HKTDC reserves the right to suspend the electricity supply until the problem is rectified by the exhibitor concerned.</p> <p>攤位若附設大會提供之電力插座，其最大用電量只限於 500watt 以下之單一電器使用。參展商請留意閣下所租用之插座供電量，每一個電力插座均有其負電上限，切勿超過負荷，以免保險絲斷路。重新安裝保險絲的費用為 <b>港幣五十元</b>。<b><u>參展商切勿於插座上安裝萬能插頭或拖板</u></b>，一經發現本局將保留終止供電權利直至有關參展商將問題插座改正。</p>
	<p>The electrical appliance used by the exhibitor on-site should be a 3-pin plug and in compliance with the electrical safety requirements (as shown in the picture).</p> <p>參展商所用之電器用品必須使用符合電力安全規格的三腳插頭(如圖示)。</p>
	<p>For those exhibitors who ordered lighting connections only, please contact the "Technical Services Counter" for power supply once your lightings are installed. The exhibitors shall be solely responsible for any consequences caused by the electrical appliances they bring to the fair.</p> <p>參展商若已租用電力接線服務(供自行攜帶及安裝電燈使用)，在自行安裝電燈後，請聯絡會場之“攤位設施服務處”以便安排電力接駁。參展商將對自行攜帶之電器用品所引致之任何結果擔負所有責任。</p>

### Fair System & Furniture 攤位結構及傢俱

	<p>No tapes, nails, fixtures, removals or modifications of any kind are allowed to be applied to the official booth structure. Please request for booth modifications at our Technical Services Counter <b>ONLY</b>. Exhibitors are liable to any damage caused to their booth fixtures and fittings at the fair.</p> <p>攤位結構不得擅自作任何形式之拆除、改裝或張貼任何東西，亦不得釘上任何釘子。如需作出改動，請於攤位設施服務台作現場申請。展覽攤位及展場內裝置如有任何損壞概由參展商負責賠償。</p>
	<p>Each square metre of wooden shelf and cabinet top can <b>only support weight under 3kg</b>. Hanging objects from ceiling beams and system panels are prohibited.</p> <p>每米木層板及地櫃櫃面只能負重不超過三公斤之物件。天花橫樑及攤位圍板嚴禁懸掛任何物件。</p> <p>For safety reasons, standing on the table, chairs, cabinet tops or showcase tops, etc. are strictly prohibited.</p> <p>基於安全理由，嚴禁站立在桌子、椅子、地櫃或展示櫃等上。</p>

The exhibitor shall be solely responsible for death, injury, damages or any consequences in relation to the violation of any of the above guidelines.

若違反以上任何指引，參展商將對引致之死亡、人身傷害、損失或任何後果擔負所有責任。