

Hong Kong International

Medical and Healthcare Fair | EPLUS

香港國際醫療及保健展

April 2025

Thank you for your participation in the HKTDC Hong Kong International Medical and Healthcare Fair 2025. Please note that the following circulars and items will be included in your exhibitor package:

- Circular (1) Online Exhibitors' Manual & Order Forms for Additional Facilities and Services, (Submission deadline for additional facilities: 14 Apr 2025)
- Circular (2) Exhibitors Badges, Contractor Badges & Vehicles Passes
- Circular (3) Move-in & Move-out Arrangement
- Circular (4) Overnight Storage for Exhibits
- Circular (5) Important Exhibition Regulations
- Circular (6) Ready Time of Booth Decoration and Exhibits & Receiving Buyers at HKTDC Fairs
- Circular (7) Immigration Regulations to be Observed and Followed by Exhibitors
- Circular (8) Security Measures and Related Issues
- Circular (9) Caution on Third Party Promotional Offers and Rental of Credit Card Payment Terminals
- Circular (10) Caution on Arranging Payment and Fraudulent Emails/Phone Calls
- Circular (11) Guidance to Custom Built exhibitors for on-site usage of electricity
- Circular (12) New Measures on Custom-Built Participation
- Circular (13) Standard Booth Decoration & Practice for Metal Scaffolding Safety
- Circular (14) Exhibitor's Brief on Protection of Intellectual Property Rights (IPR)
- Circular (15) Special Attention to Relevant Ordinances
- Circular (16) Undesirable Medical Advertisements Ordinances
- Circular (17) Regulating Disposable Plastic Tableware and Other Plastic Products
- Circular (18) Important Notice on Insurance <New>
- Appendix 1 Exhibitor Check-In Procedure

The <u>Exhibitor's badges and Electronics Vehicle Entry Permit</u> will be distributed before the fair. For details, please feel free to contact our staff.

歡迎參加香港貿發局香港國際醫療及保健展 2025。請檢查已領取的通告及資料是否齊全。

- 通告(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:2025年4月14日)
- 通告 (2) 參展商工作證、承建商工作證及車輛許可證
- 通告 (3) 進館及撤館交通安排
- 通告 (4) 展品通宵貯存服務
- 通告 (5) 展覽會重要規則
- 通告 (6) 開放攤位予買家參觀 及 參展商接待買家須知
- 通告 (7) 參展商須遵守的入境規例
- 通告 (8) 有關防止展品遺失或盜竊的保安措施
- 通告 (9) 提防由第三者提供之推廣優惠 及 有關信用卡終端機租賃服務
- 通告 (10) 小心處理有關繳付參展費用之安排及欺詐電郵/電話騙案
- 通告 (11) 特裝參展商注意現場使用電力指引
- 通告 (12) 特裝參展新措施
- 通告 (13) 標準展臺攤位佈置 及 金屬棚架安全守則
- 通告 (14) 有關保護智慧財產權措施及參展商須知
- 通告 (15) 須額外注意之法例及規則
- 通告 (16) 不良廣告 (醫藥) 條例
- 通告 (17) 管制即棄膠餐具和其他塑膠產品的新法例
- 通告 (18) 保險相關注意事項 <最新資訊>
- 附件 1 參展商登記進場手續





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参展商工作證 及 電子運輸車輛入場証 將於展覽前另行派發。若有任何疑問,請致電與本局職員聯絡。

Name		Phone	Fax	Email
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Exhibitors' Circular & Invitation Cards / Exhibitors' Manual & Order Forms Circular 1: 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: 14 Apr 2025)
 - 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 and download these documents (except Invitation Cards) easily.

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 通告 **1**:

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. 展會通告及激請卡
 - 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: 2025 年 4 月 14 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 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。



1 Expo Drive, Wan Chai, Hong Kong



Circular 2: Exhibitors Badges, Contractor Badges & Vehicles Passes

A. Exhibitor Badges

The number of exhibitor badges issued to exhibitors is in proportion to the size of the exhibition stand according to the following scale:

Booth Size (sq.m)	Entitlement
9 - 15	5
16 - 30	10
31 - 45	20
46 - 60	30
61 or above	40

All exhibitors and their staff assigned to man the booth are strictly requested to wear exhibitor badges at all times during move-in, move-out and throughout the entire exhibition period.

Exhibitor badges are issued to the representatives, agents and staff of the exhibitor only and they should not be transferred to others including visitors, guests or members. The Organiser reserves the right to verify the identity of the badge holder whenever necessary.

B. Contractor Badges

Contractor badges are only valid for admission during move-in and move-out period, and they cannot be used to enter the fairground during the exhibition period.

C. Vehicle Passes

ONE electronic Vehicle Pass will be issued to each exhibitor for entering the loading and unloading bay of the Hong Kong Convention and Exhibition Centre. The pass is only valid during the period as indicated. Should exhibitors require additional quantity of pass, please apply in writing to the Organiser on or before 9 May 2025.

Remarks:

- Exhibitors requiring the use of the <u>40 ft. container size lifts</u> for the transport of bulky stand materials should <u>apply in advance</u> to the Hong Kong Trade Development Council for *special vehicle permits*.
- Please note that vehicle passes are *not* parking permit. All vehicles / trucks must leave the loading bay after the loading/unloading of their exhibits.

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參展商工作證、承建商工作證及車輛許可證 **涌告 2:**

A. <u>參展商工作證</u> 參展商將獲發工作證,數目乃按照展覽攤位的面積計算如下:

展台面積(平方米)	工作證數量
9 - 15	5
16 - 30	10
31 - 45	20
46 - 60	30
61 or above	40

參展商及屬下負責看管攤位的職員在進場、離場和展覽舉行期間,必須時刻佩帶參展商工 作證。

參展商工作證只適用於參展商攤位內當值之工作人員及代表,不得轉讓予他人/公司邀請 來賓。主辦機構有權要求配帶工作證人員出示身份証明。

B. <u>承建商工作證</u> 承建商工作證只適用於展會進館日及撤館日,不適用於展覽期間。

C. 車輛許可證

每名參展商均預先獲發一張電子車輛通行證,以便進入香港會議展覽中心的貨物裝卸區。 通行證僅在指定時間內生效。參展商如需額外通行證,最遲必須於 2025 年 5 月 9 日以書 面向主辦機構申請。

備註:

- 參展商如需使用可容納 40 呎貨櫃的升降機來搬運大型攤位用品,必須預先向香港貿 易發展局申請特別車輛許可證。
- 車輛許可證 並非 泊車證,所有車輛/貨車在裝卸展品後,必須駛離貨物裝卸區。

香港貿易發展局





Circular 3: Move-in and Move-out Arrangement

(1) Move in/out Arrangement

(i) e-Vehicle Permit for Lorries / Light Goods Vehicles

e-Vehicle permits will be issued to each exhibitor for entering the <u>loading /unloading area</u> of the Hong Kong Convention and Exhibition Centre on the move-in day (25 May) and move-out day (28 May). The permit is <u>only valid for use at the specified dates and times</u> indicated on the permit. Each e-Vehicle permit can only be used one times only, either by showing the QR code in phone/tablet or in printed version.

Vehicles on Move-In Day (25 May) & Move-out Day (28 May)

Exhibitors should use the Vehicle Permit issued by HKTDC with specified time slot to carry out the move-in/out process. Please also pay attention to the following details:

- 1. The vehicle control points will be set up at roads approaching HKCEC. **Only goods vehicles** with a valid **Move-in/Move-out e-Vehicle Permit** issued by HKTDC will be allowed to enter the HKCEC at the specified time slot for move-in/out.
- 2. Upon arrival at the vehicle control point, the driver MUST first present the e-Vehicle Permit issued by HKTDC, queue up and wait for further instructions given from the attendant of HKCEC. The waiting time may vary and would depend on the total number of vehicles, move-in/out speed and the prevailing traffic condition in the loading area.
- 3. If the loading area becomes overloaded, further measures will be implemented at discretion.

With an aim of alleviating the traffic congestion due to a high usage of loading/unloading facilities, the free-of-charge loading/unloading time during the expo period is limited to <u>60 minutes</u>. The HKCEC will impose charges on vehicles with extended stay on <u>25-28 May</u>. The charges are as follows (**only credit card is accepted for payment**):

First 60-mins (after clock in):

Free

First 2 hours after 60 minutes:

After 3 hours:

Free

HK\$100 / Every 30 mins or part thereof

HK\$150 / Every 30 mins or part thereof

Payment (if any) will be collected at the exit control booth with official receipt. Please note that e-vehicle permits are not suitable for parking purpose, and is not valid for private cars.

(ii) Private Car / Taxi

Private cars and taxis entering HKCEC area will **NOT** be required to present any Vehicle Permit nor report to the vehicle marshalling area. However, drivers may unload their goods at the Harbour Road Entrance. **NO waiting or parking at the HKCEC area is allowed**.

(iii) HKCEC Car Park (Urban Parking)

Exhibitors may utilise the HKCEC Car Park (Urban Parking) which locates at the Expo Drive Central from 25 to 28 May (include move-in/move-out day). Private cars and light goods vans which are not going to the loading area may use the car park either in form of hourly or daily parking (need to apply and pay beforehand).





Remarks: According to the traffic conditions, the police may implement traffic diversions at the vicinity of HKCEC on the move-in and move-out day.

(2) Transportation Worker

For identification purposes, transportation drivers/workers will be given a hand band at the entrance to the loading dock or the marshalling area during the move-in and move-out days. After obtaining hand band for the day, workers may re-enter exhibition venues via other entry points during the same day. Workers without a valid hand band will be asked to leave the venue at once.







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通告 3: 進場日及撤館日之交通安排

(1) 進場日/撤館日之交通安排

(i) 貨車 / 輕型客貨車 電子車證

每家參展商均會獲發進館及撤館之電子車證,方便於展品進場日(即 5 月 25 日)及撤館日(即 5 月 28 日) 進入香港會議展覽中心之裝卸區。此證只適用於許可證上指定之日期及時間。每張許可證只能使用一次,可用電話或電腦顯示二維碼 (QR Code)入場,亦可選擇列印版本。

進館日 (5月25日) 及撤館日(5月28日)之車輛「特別安排」

各參展商請按本局派發之進館/撤館車輛許可證上指定時間進館。敬請各參展商留意以下詳情:

- 1. 臨近香港會議展覽中心路段將設置車輛控制點,只准持有由香港貿易發展局所發出之進館電子車 證之**貨車**按車證上指定時間駛進香港會議展覽中心進館/撤館。
- 2. 車輛到達車輛控制點後,司機必須先出示由香港貿易發展局所發出之電子車證,並排隊等候香港 會議展覽中心之工作人員之指示進入香港會議展覽中心上落貨區。車輛輪候進館時間將視乎貨車 數目、進館/撤館速度及當日之交通狀況而定。
- 3. 如排隊等候的車輛數目太多,將酌情採取進一步措施。

為有效舒緩當日貨物起卸區緊張的交通情況,免費上落貨限時為 60 分鐘。香港會議展覽中心將 5 月 25 至 28 日實施進場車輛使用時間收費計劃。有關收費如下(只接受信用卡付款):

車輛進場後首 60 分鐘 (寬限期): 免費

其後两小時內: 港幣 100 元 / 每半小時或不足半小時

超過三小時: 港幣 150 元 / 每半小時或不足半小時

繳交費用(如適用)將於出口管制處辦理,並同時發還收據。由貿發局發出之電子車證及由車輛等候處 發出之往來證明書並非泊車證,亦不適用於私家車。

(ii) 私家車 / 的士進場程序

於進館及撤館期間將酌情准許的士及私家車駛入會展中心範圍,但不得停留或候客。進入會展中心之私家車及的士不需要持有車輛許可證或到車輛等候處報到,惟所有私家車及的士只能於會展中心港灣道正門進行落貨。司機於落貨後必須盡快離開會展中心,不得停留或候客。

(iii) 會展中心停車場 (富城停車場)

於 5 月 25 至 28 日期間(包括進場日及撤館日),會展中心將開放位於博覽道中的富城停車場予私家車及不用前往卸貨區的輕型客貨車以時租/日租(必須事先申請及付款)形式使用。

註: 於進場及撤場當日將視乎灣仔北及周邊一帶之交通情況, 酌情採取改道措施或其他交通管制安排。





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(2) 運輸工人

於進館及撤館日,運輸司機/工人將於起卸台或車輛調度區的出入口,獲發一手帶以作識別。工人取得當天的手帶後,於當天內可經由任何其他入口進入展覽場地。沒有有效手帶的運輸司機/工人將立即被請離場。







Circular 4: Overnight Storage for Exhibits

To facilitate storage of exhibits at night during **25-28 May 2025**, the Organiser will offer free of charge exhibitors' overnight storage facility arrangement. The storage space will be arranged at HKCEC (the area allocated for each exhibitor will be subject to the availability of space).

Operating Hours (The storage room will be closed during day time)

Date	Withdrawal	Deposit
25 May 2025		4:00 pm – 7:00 pm
26-27 May 2025	9:00 am – 10:00 am	6:00 pm – 7:00 pm
28 May 2025	9:00 am – 10:00 am	

Exhibitors' Responsibility

All exhibitors using this storage facility should be reminded that they should take up all the risks, including loss and damage to their merchandise, resulting from storing any of their belongings in the storage rooms. Exhibitors are advised to take out insurance coverage on their merchandise throughout the exhibition, including the overnight storage period.

通告 4: 展品通宵貯存服務

為方便參展商於 **2025 年 5 月 25 - 28** 日晚上期間貯存展品,主辦機構將提供免費通宵貯存服務。 貯存服務將設於香港會議展覽中心以供有需要之參展商作臨時儲存展品之用(分配貯物空間須視乎 是否有足夠空位而作出安排)。

貯存服務存取時間 (日間不予開放)

日期	提取時間	貯存時間
2025年5月25日		下午4時-7時
2025年5月26-27日	上午 9 時 - 10 時	下午6時-7時
2025年5月28日	上午9時 - 10時	

參展商責任及須知

如有任何遺失或損壞,一概須自行負責。參展商應為展出貨品購買保險,以保障展覽以及通宵貯存期間可能造成的任何損失。





Circular 5: Important Exhibition Regulations

Important Exhibition Regulations

Thank you for joining the fair. We would like to bring your attention to four particularly important Exhibition rules which are set out in the Terms and Conditions governing your participation in the Exhibition. Please take note and observe these rules carefully.

Sub-letting

It is strictly forbidden for you to sublet your Exhibition Space or Stand to any third party. Any Exhibitor found to be subletting will be asked to immediately remove all its exhibits from its stand at its own expense and will be black-listed in relation to future events we organize. We will have no hesitation in using this penalty against anyone found subletting.

By way of clarification, Exhibitors are ONLY permitted to do the following in relation to companies which are directly and/or legally related to them. By this, we mean that it is a wholly-owned subsidiary of the Exhibitor or the Exhibitor has a formal agreement as agent or distributor for the third party company:

- (i) promote exhibits, distribute name cards, printed matter or display-graphic materials;
- (ii) allow their personnel to solicit business.

Please remember that you MUST obtain prior written approval from us **no later than 26 Apr 2025** if you wish to conduct the above-mentioned activities. We will expect to receive some form of documentation confirming the relationship between you and the third party company before considering your application.

Our approval is given entirely at our discretion and our decision is final. Please note that any Exhibitor found to be conducting the above activities without our written permission will be treated as "sub-letting" in contravention of the sub-letting rules and regulations. Please remember that any of the above-mentioned activities can only take place in relation to the products which fall into the same product category zone chosen by you.

2. Display relevant exhibits

Exhibitors are reminded that they may only display exhibits, which fall into the product section that they have chosen on their application form and subsequently confirmed by the Organiser. If Exhibitors are found using less than 60% of their display area exhibiting the appropriate product under a designated product section, we have the right and will have no hesitation to ask the Exhibitor to immediately rearrange their exhibits / relocate their booth location and/or terminate its participation in the Exhibition.

3. Regulation of Sound Level / Loud Hailers

Exhibitors are not permitted to use voice amplifying equipment at the fairground, including loud hailer, microphone and megaphone. This is to assure an amicable environment for visitors joining the HKTDC Medical Fair. Exemption of use will be



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granted at the discretion of the Organiser on a case-by-case basis. Exhibitors could send in their written applications to the Organiser at least 30 days before the first day of the show. In the application, reasons for use and descriptions of the equipment should be provided.

For exhibitors using other audio-visual equipment in their booths, please **keep the sound level at 80db (A) or below**. This is to minimize the inconvenience caused to other exhibitors and visitors. The Organiser will conduct onsite inspections on sound level at the fair ground. Should there be violations found, the exhibitors concerned will be served with warnings. Upon serving the third warnings, the Organiser has the discretion to discontinue activities concerned. If exhibitors fail to adhere to the Organiser's instruction, the Organiser has the discretion to discontinue the exhibition of the exhibitor concerned and the exhibitor shall not receive any refund or compensation.

Exhibitors are responsible for supervising the actions of all visitors and employees operating audio-visual equipment located in their exhibit area.

Exhibitors should also put their audio-visual equipment inside their booths <u>with a minimum of set back of 1m from the booth boundary</u>. The Organiser will conduct onsite inspections during the fair. The Organiser reserves the right to halt any use of the equipment if there are exhibitors who have failed to comply with the regulations.

4. Move-out Regulation

Please note that many visitors have to utilize all opening hours in the 3-day event to schedule and complete their visits at the Fair. We have received complaints about exhibitors who had removed all the exhibits well before the official closing time. In order to maintain a good image of the Fair including exhibitors' professionalism, and to protect all exhibitors and buyers/visitors as well as their interests, **move-out of exhibits is prohibited before 5:00 p.m. on 28 May 2025**.

According to clause 46 in the exhibition regulation listed on the application form – no stand or exhibits shall be dismantled or removed before the official closing time. Our staff will conduct on-site spot-checks on 28 May 2025, those exhibitors who have violated such rule will be served a warning letter. It may affect their booth selection priority at future editions of the Fair for those exhibitors who violate the rule. In addition, the Organiser reserves the right to reject their future participations at the Fair.

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通告 5: 展覽會重要規則

歡迎參加香港貿發局香港國際醫療及保健展。各參展商在展出期間,必須遵守各項展覽會規則。現特別將其中四項重要規則詳列如下,敬希垂注。

1. 分租

參展商一律嚴禁將展台或展覽空地分租予他人。如有違者,主辦機構會著令有關公司即時將所有展品遷離展覽場地,費用自付,並會將違規者列入黑名單,禁止其日後參加本局舉辦的其他展覽活動。

主辦機構明確規定,參展商只可為與之有直接或法定關係的公司進行以下活動:

- (I) 推廣展品以及派發名片、印刷品或圖像宣傳資料;
- (II) 容許有關公司的工作人員在場招攬生意。

所謂有直接或法定關係的公司,乃指參展商的全資附屬公司,或參展商與之訂有代理或 分銷協議的公司。

假若參展商有意進行上述活動,必須於 **2025 年 4 月 26 日或之前** 向主辦機構提出書面申請,並須出示有關文件,證明與所涉公司的關係。

主辦機構有權決定是否批准有關申請,其他人不得異議。如未經主辦機構書面批准,不得擅自進行上述活動,否則將被當作違規處理。參展商亦須緊記,上述活動涉及的產品,必須與參展申請表格中列明的展品類別相同。

2. 展品類別

參展商展示的產品,必須與參展申請表格中及經我局確認後的產品區相符。假若主辦機 構發現有參展商用於展示該類別產品的展覽面積少於六成,有權採取行動,要求參展商 即時重新安排展品或展台位置,甚至終止其參展權。

3. 使用音量 / 擴音器的規則

為了營造一個舒適愉快的環境予香港貿發局醫療展的參觀人士,所有參展商應儘量避免 在會場內使用高分貝聲音擴放器材,包括高聲信號器、麥克風和擴音器等。如有任何特 殊情況,參展商必須於開展前三十天向主辦機構呈上書面申請,詳述使用此等器材的特 殊理由及將使用的器材,主辦機構將會就具體情況酌情處理。

除前述規定,參展商在使用任何其他視聽器材時,須確保所有視聽器材安裝妥善,音量亦應調至低於80分貝(A級),以免對其他參展商或參觀人士造成滋擾。主辦機構會在展覽期間不定時巡視會場,以確保示範活動的音量在限制範圍內。如有違規,主辦機構有權干涉,並發出警告。在發出第三次警告時,主辦機構有權立即終止有關活動。如被警告的參展商拒絕與主辦機構合作,主辦機構有權立即終止該參展商的參展資格而毋須為此退還有關費用或作出任何賠償。

對於攤位內的視聽器材及參觀人士及其員工在操作此等器材時的行為,概由參展商負責及作出監督。





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參展商須按照主辦機構的規定,將 **所有視聽器材的擴音器擺放於攤位內離攤位界限最少一米的地方**。主辦機構亦會在展覽期間加強巡查。如有違規,主辦機構有權立即終止參展商繼續使用其視聽器材。

4. 撤館規則

本局過往接到不少參觀人士投訴參展商提早撤離展館,影響其預定的參觀計劃。為了保持展覽會及參展公司專業和良好的形象,以及保障所有參展商及參觀人士的利益,**所有 参展商嚴禁於 5 月 28 日下午 5 時前把展品搬離會場。**

參展申請表內的展覽會規則第 46 項,已列明展商須於展覽結束後,才可收拾展品,請各 參展商務必遵守。本局將於 5 月 28 日派員巡察各展館,如發現展商違規,本局將即時發 出警告信。此舉或會影響違規展商下屆參展選擇展位的次序,間接影響其展位位置。此 外,本局保留拒絕違規展商往後參展之權利。

香港貿易發展局





Circular 6: Booth decoration and exhibits should be ready before the opening of the fair & Receiving Buyers at HKTDC Fairs

To ensure all exhibitors and buyers have sufficient time for trade activities during the fair period as well as upholding the quality of the Fair, exhibitors are reminded to have their exhibits ready and their booths well-manned at least 30 minutes before the opening of the fair every day. The fair will be opened to visitors on time.

It has come to our attention that there were incidents in which some exhibitors refused to receive certain visiting buyers at their booths, which created some disputes. The Council would like to remind all exhibitors that, according to the laws on discrimination in Hong Kong, exhibitors must not discriminate against any visitors solely based on their sex, disabilities, or other criteria prescribed by law by refusing their visit to their booths.

The HKTDC, as the fair organiser, fully understands that a business has the right and discretion to formulate its own business promotion strategy for certain market segments. However, in the context of an international exhibition, and of maintaining the professional image of the exhibition and of Hong Kong as a trade fair capital, exhibitors are requested to cooperate on the following:

All exhibitors should welcome visitors that are qualified and admitted by the organiser.

- Exhibitors should treat all visitors courteously.
- Exhibitors should not discriminate against any visitors due to their race or place of origin.
- Exhibitors should not display any discriminatory messages at their booths.

The HKTDC sincerely hopes that all exhibitors will co-operate. If any complaint against an exhibitor regarding the above with sufficient grounds is received, the Council will carefully review the application for participation in future HKTDC events by that exhibitor and may have to take necessary actions.

通告 6: 開放攤位予買家參觀 及 參展商接待買家須知

為確保參展商與買家在展期內有足夠時間洽商及進一步提升展覽會形象,參展商請於每日展覽會開放前30分鐘準備好攤位佈置及所有展品,並同時看守其攤位,展覽會將每日準時開放予買家進場參觀。

鑒於以往在本局舉辦的展覽會上,因有個別參展商拒絕接待某些買家而產生誤會及爭拗,本局特此提醒所有參展商,根據香港的歧視條例,參展商不得純粹基於參觀者的性別、殘疾或該條例所列出的其他因素而對參觀者有所歧視,包括拒絕有關人士到其攤位參觀。

作為展覽會主辦機構,香港貿發局完全明白任何公司均有權訂定其市場取向。然而,為要保持展覽會的國際專業形象,以及香港作為亞洲商展之都的地位,本局籲請各參展商務須遵守以 下規則:

- 1. 對所有獲本局接納進場參觀的人士表示歡迎,並有禮接待所有參觀人士。
- 2. 不可因為參觀者的種族或所屬地區而作出歧視行為。
- 3. 不應在攤位內展示任何帶有歧視性的標語。

懇請所有參展商衷誠合作。假若本局接獲參觀者對有關參展商作出歧視行為之投訴,而且理據確鑿,這將對 所涉參展商日後的參展申請有所影響。





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Circular 7: 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/). If you have any queries regarding the above, please do not hesitate to contact Hong Kong Trade Development Council.

通告 7: 參展商須遵守的入境規例

1. <u>來自香港以外的參展商</u> 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。

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/)。如對上述規定有任何疑問,歡 抑聯絡香港貿發局。





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Circular 8: Security Measures and Related Issues

Security Measures Against Thefts and Losses at the Fair

The daily set-up time in the morning is 30 minutes before the official opening time of the fair except on the first exhibition day. The opening hours for exhibitors to enter the fairground will be as follows:

	For Exhibitors	For Visitors
26 May 2025 (Mon)	9:00 am	10:00 am
27-28 May 2025 (Tue - Wed)	9:30 am	10:00 am

As thefts and losses may occur during the set-up and move-out periods, exhibitors are advised to be extra vigilant during these periods.

Exhibitors are also reminded that responsibilities for ensuring sufficient insurance covered against any losses or damages rest on the exhibitors and not the Organiser. All property and goods (including without limitation all Publicity Material) brought by Exhibitors into any part of the Exhibition Venue (including, without limitation, Stands, Space and Raw Space) are at the Exhibitor's risk. The Organiser does not guarantee the safety and security of such property or goods and shall not in any way be liable or responsible for any theft, loss or damage thereof. For the avoidance of doubt, the showcases, cabinets and other storage facilities as provided by the Organiser in any part of the Exhibition Venue including, without limitation, Stands, Space and Raw Space are for exhibition purposes only. The Exhibitors are solely responsible for the safety and security of all their property or goods stored in such showcases, cabinets and storage facilities at all times.

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通告 8: 有關防止展品遺失或盜竊的保安措施

有關防止展品遺失或盜竊的保安措施

除展覽會開幕第一天外,各參展商每日之進館時間為展覽會開放前30分鐘,參展商進館時間將為

 多展商
 多觀人士

 2025年5月26日(星期一)
 上午9時
 上午10時

 2025年5月27-28日(星期二至三)
 上午9時30分
 上午10時

由於以往展品遺失或盜竊事件或會發生於進館及離館時間,參展商亦必須特別提高警覺。

為更有效及全面地防止展品遺失或盜竊,最終還有賴各參展商的合作及提高警覺。參展商亦應替其展品投購保險,以減低展品遺失或盜竊之損失。所有參展商帶進展覽場地任何部分(包括但不限於攤位、展覽攤位及展覽淨地)的財物和物品(包括但不限於所有宣傳品)均由參展商自行負上責任。主辦機構對該等財物或物品的安全及保安不作出保證,亦無需為任何失竊、損失或損壞負上任何責任。為免生疑問,主辦機構於展覽場地任何部分(包括但不限於攤位、展覽攤位及展覽淨地)所提供的陳列櫃、貯存櫃及其它貯物設施只作展覽用途。參展商於任何時間均對存放於該等陳列櫃、貯存櫃及貯物設施的所有財物或物品的安全及保安擁有全部責任。 香港貿易發展局





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Circular 9: Caution on Third Party Promotional Offers and Rental of Credit Card Payment Terminals

Caution on Third Party Promotional Offers

It has come to the Organiser's attention that some exhibition/trade directories or organisations have sent invitations to exhibitors inviting them to update or correct their data with their fair directories and subsequently claimed exhibitors for fees.

These directories and organisations include but are not limited to the following:

- Fair Guide (owned by Construct Data)
- Expo Guide (owned by Commercial Online Manuals S de RL de CV ("Commercial Online Manuals")
- Event Fair The Exhibitors Index, and
- FAIR-Guide (<u>www.fairguide.me</u>) (owned by Avron s.r.o.).

The Organiser would like to stress that neither the Fair Guide, the Expo Guide, the Event Fair nor the FAIR-Guide has any connection with the Organiser or any of our fairs.

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

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

The Organiser do not recommend that you sign any materials that you receive from Construct Data, Commercial Online Manuals, Event Fair and/or Avron. If you have mistakenly entered into contract with Construct Data, Commercial Online Manuals, Event Fair and/or Avron, you should notify Construct Data, Commercial Online Manuals, 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/industry-resources/warning-construct-data/

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.

Should you have any questions, please contact Ms Lily Lam, Project Manager, Business Development at Tel: (852) 2240 5815; or email address: lily.ll.lam@hktdc.org of the Hong Kong Trade Development Council.

Thank you for your kind attention.





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通告 9: 提防由第三者提供之推廣優惠 及 有關信用卡終端機租賃服務

提防由第三者提供之推廣優惠

主辦機構注意到市場上有展覽名錄或行業指南的出版人或組織向參展商發出邀請,讓參展商更新或 更正於他們的名錄或指南內刊登之參展商資料,然後向參展商索取費用。 此等出版人或組織包括但不限於:

- Fair Guide(由 Construct Data 所擁有),
- Expo Guide (由 Commercial Online Manuals S de RL de CV ("Commercial Online Manuals") 所擁有),
- Event Fair The Exhibitors Index 和 FAIR-Guide (www.fairguide.me) (由 Avron s.r.o. 所擁有).

香港貿發局特此澄清及重申: Fair Guide、Expo Guide、Event Fair 和 FAIR-Guide 概與主辦機構或主辦機構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。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 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 與 Commercial Online Manuals 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。主辦機構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。

主辦機構並不建議閣下簽署任何從 Construct Data、Commercial Online Manuals 、Event Fair 及/或 Avron 收到之文件。如閣下在錯誤情況下與 Construct Data、Commercial Online Manual、Event Fair 及/或 Avron 訂立合約,閣下應以書面通知 Construct Data、Commercial Online Manuals、Event Fair 及/或 Avron 指出基於錯誤或被誤導之情况下簽署該文件,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/industry-resources/warning-construct-data/。

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。

如有任何問題,請與本局業務發展項目經理林麗麗小姐聯絡,電話: (852)2240 5815 或 電郵: lily.ll.lam@hktdc.org。





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Circular 10: Caution on Arranging Payment and Emails and Phone Calls of **Questionable/ Unclear Origins**

The Hong Kong Trade Development Council (HKTDC) would like to remind all applicants to be cautious when arranging payments for their participation in the HKTDC Fairs. HKTDC would like to clarify that all payments should be made payable to "Hong Kong Trade Development Council" as specified on relevant application form and invoice. To protect your own interests, you are reminded to always exercise due diligence and keep proper records when making relevant payments.

In view of the recent incidents of fraudulent emails in the market. HKTDC would like to remind our exhibitors to stav vigilant and take extra precautions. We hope that the following tips may help to raise your awareness.

- Ensure that the email is genuinely from HKTDC
 - Always identify the sender of the email from its domain.
- 2) Check the HKTDC disclaimer
 - All emails sent from HKTDC will carry the Council's disclaimer at the bottom of the email.
- Reconfirm bank account number and beneficiary name (Hong Kong Trade Development Council) when making 3) payments.
- Always use trusted Wi-Fi network 4)
 - There is always security risk when using untrusted public Wi-Fi network to access emails. It is possible that hackers can capture your emails or send fraudulent emails to you on untrusted Wi-fi network.

The above is for reference only. Should you require relevant bank account information for telegraphic transfer, please contact our fair representatives directly.

Contact Person 姓名		Tel 電話	Fax 傳真	E-mail 電郵
Ms. Lily Lam	林麗麗小姐	(852) 2240 5815	(852) 3543 8798	lily.ll.lam@hktdc.org
Ms. Carrie Ma	馬嘉詠小姐	(852) 2240 4277	(852) 3543 8721	carrie.kw.ma@hktdc.org
Ms. Cynthia Leung	梁詠然小姐	(852) 2240 5809	(852) 3746 6719	cynthia.wy.leung@hktdc.org

通告 10: 請小心處理有關繳付參展費用之安排 及 來歷不明的電子郵件或電話

香港貿易發展局(貿發局)在此提醒所有參展商應加倍小心處理有關繳付參展費用之安排。凡參加由本局主辦的 展覽會,參展商應把參展費用支付予"香港貿易發展局",有關繳款資料已詳列於申請表格和發票上。為保障貴 公司利益,在支付相關款項時,請務必謹慎處理及保存清晰繳款記錄。

另外,有鑑於近日市面出現欺詐電郵騙案,香港貿發局特意提醒各參展商注意以下事項,並時刻提高警覺。

- 確保電郵由香港貿發局發出
 - 經常檢查電郵發件人之域名
- 檢查電郵是否附有香港貿發局之免責聲明
 - 所有由香港貿發局發出之電郵底部均附上免責聲明
- 付款前小心核對銀行戶口號碼及匯款賬戶名稱(香港貿易發展局 或 Hong Kong Trade Development Council)
- 避免使用公眾無線網絡
 - 參展商如使用公眾無線網絡開啟電郵,隨時有機會被黑客截取郵件,以他人名義發放虛假電郵予貴公司。

以上各項提示僅作參考。參展商如需安排電匯,請直接與本局職員聯絡以索取銀行帳戶資料。



1 Expo Drive, Wan Chai, Hong Kong

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Circular 11: Guidance to Custom Built exhibitors for on-site usage of electricity

- For electricity supply you have ordered from HKTDC, exhibitors must have their own electrician.
 The official contractor will not provide installation and connection services for these items.
- Total power consumption shall not exceed the current specified. In case of overload, the organiser reserves the right to suspend the electricity supply until the problem is rectified by the exhibitor concerned.
- 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 & testing" (Form WR1) should be submitted to the Official Electrical Contractor by 15:00 pm on the last move-in day. Failing to provide by 22:00 pm on the last move-in day will result in suspension of electricity supply throughout the fair period. The employer of the electrician shall be liable for any damages caused if the electrician fails to comply with the above requirements.
- It is important that custom built exhibitor should take full responsibility of <u>turning off</u> main switch of the booth after fair closes every day. For safety and energy-saving purposes, the respective contractor will be asked to come back to the fair ground for turning off main switch if it is found still on in the empty booth. The organiser will not be responsible for any loss subsequently caused by turning off the booth main switch if the responsible contractor is not accessible.

Exhibition Services, Hong Kong Trade Development Council



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通告 11: 特裝參展商注意事項 - 現場使用電力指引

- 特裝參展商必須聘有持牌電器工人·大會承建商將不會提供安裝及接駁服務予特裝參展 商所使用的自攜電燈及電器用品。
- 參展商須申請足夠供電及不可使用至超過已申請之總電量。如因用電超荷,主辦機構有權立即終止供電至有關參展商將問題改正。
- 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 及於最後進場日下午3時前交予大會電力承建商,以茲證明。如未能於該晚下午10時前交妥,展期內將不獲電力供應。如電器工人未能符合上述規例要求,則其僱主須負責賠償因此引起的一切損失。參展商須於遞交此表格時連同所聘用的電力工人及公司牌照副本。特裝參展商如採用配電總制,應將所有配電要求計算在總制內,不能分拆租用獨立插座。
- 特裝參展商每日展會後須負責關掉攤位配電總制,為安全與環保起見,展會後配電總制的未關掉,攤位承建商將被要求返會場處理。倘承建商未能及時返會場,大會將會代勞,對造成之任何損失概不負責。

香港貿易發展局 展覽服務部





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Circular 12: Points to Note/New Measures on Custom-Built Participation

Electricity Supply



For the standard socket (if included in the booth package) provided by the organizer , please be reminded that the fuse maximum capacity is **500watt** 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. **HKD50 will be charged for each fuse re-installation**. **No multi-plug or extension cord are allowed to be connected to the socket.** HKTDC reserves the right to suspend the electricity supply until the problem is rectified by the exhibitor concerned.



The electral compli

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).



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.

Fair System & Furniture



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 ONLY. Exhibitors are liable to any damage caused to their booth fixtures and fittings at the fair.



Each square metre of wooden shelf and cabinet top can **only support weight under 3kg**. Hanging objects from ceiling beams and system panels are prohibited. For safety reasons, standing on the table, chairs, cabinet tops or showcase tops, etc. are strictly prohibited.

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

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	Information submission 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.</electrical>
4.2.2	Site work deposit Calculation based on HK\$300/US\$40 per sqm. For two-storey construction stand, the site work deposit is doubled. Minimum and maximum deposit amounts are HK\$5.000/US\$667 and HK\$75.000/US\$10.000





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	respectively.			
4.2.3		l in aggregate. The insuranc	y insurance in a sum not less than HK\$10 e should be maintained in force at all times d, i.e. 16 - 18 May 2024.	
4.2.4	Hall rental charges for over-time move-in and move-out			
4.2.5	Maximum stand height			
4.2.6	Submission of Structural Safety Certificate, Structural Calculations and Documentary Proof of Fire Services Compliance			
	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	Verify stability of design drawings	Verify stability of design drawings & prepare structural calculations	
	(AP/RSE) should be deployed to	Supervise construction works at site		
	(7 ii 71 to 2) chould be deproyed to	Verify stability after completion by issuing structural safety certificate		
	Submit design drawings to Organiser by 14 April 2025	By email	copies with structural calculations*	
	Submit by dropping into the collection box at Technical Services Counter by 1500 hrs on 14 May 2025	Struct	ural Safety Certificate*	
	Submit to Official Electrical Contractor by 1500 hrs on 14 May 2025	Certificate of installation, inspection & testing (Form WR1)* Documentary Proof of Fire Services Compliance		
	Upon Venue Operator's / Government Authority's request			

^{*} 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.

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 <u>AP/RSE</u> registry, please visit http://www.bd.gov.hk/english/inform/e_rse_1.html.

Documentary Proof of Fire Services Compliance

In compliance with the Venue's Rules & 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





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	submitted to the Organiser upon request, as documentary proof of compliance. Please refer to
	http://www.hkfsd.gov.hk/eng/source/licensing/premises.htm#e3 for details. For Registered Fire Service Installation Contractor registry, please visit http://www.hkfsd.gov.hk/home/eng/source/FSIC list eng.pdf.
4.2.7	Electricity 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 & testing" (Form WR1) should be submitted to the Official Electrical Contractor as per schedule mentioned above.
4.2.9	Reflective Vest 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.
4.2.12	Waste Reduction and Recovery Measures In accordance with the Waste Disposal (Chemical Waste) (General) Regulation, Hong Kong Convention & 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.
4.2.13	Construction Industry Safety Training Certificate 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.
	Please feel free to contact the Event Planning & Co-ordination Team of the Venue Operator at hkcec.com or (852) 2582 8888 should you need further assistance.
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

For queries, please feel free to contact Mr. Mr Roy Chau <email (roy.ks.chau@hktdc.org or phone (852 2240 5452)>. Thank you for your kind understanding and co-operation!





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通告 12: 特裝參展新措施

電力供應



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港幣五十元。參展商切勿於插座上安裝萬能插頭或拖板,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。



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)。



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。

攤位結構及傢俱



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。



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。基於安全理由,嚴禁站立在桌子、椅子、地櫃或展示櫃等上。

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。

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。

2 110 N2 III III	- 1/J
部份	内容
4.2	提交資料
	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	施工按金
	按金以每平方米300港元(40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(667 美元)及 75,000 港元(10,000 美元)。





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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 2024 年 5 月 16	<u>- 18 日</u>)。		
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	提交「結構安全證明書」、「數據證明」、符合相關消防規定證明書				
	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		
		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		
	認可人士/註冊結構工程師應	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 2025 年 4 月 14 日 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 2025 年 5 月 24 日 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 2025 年 5 月 24 日 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 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。有關認可人士/註冊結構工程師的名冊,請瀏覽屋宇署網頁: http://www.bd.gov.hk/chineseT/inform/c_rse_1.html.

符合相關消防規定證明書

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。

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 http://www.hkfsd.gov.hk/chi/source/licensing/premises.htm#e3。有關註冊消防裝置承辦商的名冊,請瀏覽消防處網頁:

http://www.hkfsd.gov.hk/home/chi/source/FSIC list chi.pdf •

4.2.7 電力裝置

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大會電力承建商,以茲證明。





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4.2.9	反光背心
	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。
4.2.12	減少廢物及回收措施
	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。
4.2.13	建築業安全訓練證明書
	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。
	如有任何查詢,可透過電郵 <u>hkcecepc@hkcec.com</u> 或致電(852)25828888 與展館營運者之項目策劃
	及統籌部聯絡。
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

如有查詢,請聯絡巢先生<電郵: roy.ks.chau@hktdc.org; 電話: 852-2240 5452>。



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Circular 13: Standard Booth Decoration & Practice for Metal Scaffolding Safety

Standard Booths are provided by the Organiser's official contractor and are of a standard design. No variation of the Standard Booth shall be allowed unless prior written approval is given by the Organiser. No decoration, booth fitting or exhibit shall exceed 2.5 m in height or the height of the Standard Booth, whichever is lower. No stickers, poster hangers or other materials are allowed to be hung on the fascia. The Organiser reserves the right to remove at the exhibitor's expense any exhibits or publicity materials which are considered not in compliance with the standard and set-out of the exhibitor or do not fall within the exhibit description of the exhibition.

Strictly for safety purposes, the use of ladders in excess of 2 meters height is prohibited within Exhibition Venue by persons working in association with Scheduled Exhibition. If a construction/dismantling work is carried out at a level over 2 meters or higher above ground, Contractors should use high reach equipment, such as metal scaffolding. In addition, the scaffold should not be used on a construction site unless Form 5 (Scaffolds-Reports of Results of Fortnightly or other inspections report) has been made by a competent person. This form should be displayed in a prominent location of the scaffold which specifies the location, extension of the scaffold on the site and includes a statement to the effect that the scaffold is in safe working order, strength and stability. In addition, workers are required to wear safety belt while construction activities are carried out over 2 meters height or above the ground. For further details, please visit the website at http://www.labour.gov.hk/eng/public/content28b.htm for the Code of Practice for Metal Scaffolding Safety. If Exhibitors or Contractors do not comply with above rules, HKTDC and/or the Venue Operator will have the rights to suspend the relevant construction activity immediately.

You are kindly requested to comply with the above safety measure and inform your contractor accordingly. If you need further information, please feel free to contact Mr. Abel Kwan (Tel: 852- 2240 5466). You may also visit the website at: http://www.labour.gov.hk/eng/public/content2_8b.htm for the Code of Practice for Metal Scaffolding Safety.

Hong Kong Trade Development Council

通告 13: 標準展台攤位布置 及 金屬棚架安全守則

標準展台由主辦機構指定的承建商提供,設計劃一。未經主辦機構事先書面許可,不得改動標準展台。任何裝飾、展台構件或展品的高度不得超過 2.5 米或標準展台的高度,以較低者為準。**攤位名牌上不得附加任何標貼或掛上任何海報、垂懸裝飾或其他物品。**主辦機構如認為任何展品或宣傳品違反展覽會的標準或規格,又或不屬於指定的展品範圍,則有權將該等展品或宣傳品清除,而費用須由參展商支付。

為確保安全,展覽期間展館內禁止任何人士使用高度超過2 米梯子。對於所有在離地2米或以 上高度進行的攤位搭建或拆卸工程,承建商必須使用金屬棚架等高空工作設備。於建築工地使 用棚架者,必須由合資格人士提交《表格五》報告。該表格須於棚架當眼處展示,列明棚架的 位置及範圍,並登載聲明表示棚架的堅穩程度合乎施工安全標準。

同時,工人在離地2 米或以上高度進行建築活動時,必須佩戴安全帶。如需獲取更多資料, 上網瀏覽《金屬棚架安全守則》, 網址:

http://www.labour.gov.hk/eng/public/content2_8b.htm。若有違規者,展館營運者及本局有權立即中止有關建築活動。

請參展商注意及遵守有關規定並通知承建商。如需獲取更多資料,請與關志文先生(電話: 852-2240 5466)聯絡。

香港貿易發展局





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Circular 14

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS AT HKTDC EXHIBITIONS

Exhibitors' Brief

The Hong Kong Trade Development Council (referred to below as "**TDC**", "**Organizer**", "**we**", "**our**" or "**us**"), 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 (the "Fairs" or "TDC exhibitions") for handling any complaint against any exhibitor ("Exhibitor") and/or advertiser ("Advertiser") that:

- (i) a product, item or material published, displayed, and/or placed by an Exhibitor at the Fairs, or
- (ii) any advertisement published, displayed and/or placed by us for and/or on behalf of an Exhibitor or Advertiser, including but not limited to in (a) our publications (in any media, medium, form and format, whether online and/or offline) ("Publications"), (b) our websites, applications, platforms and/or social media accounts (including but not limited to www.hktdc.com and any and all other websites, applications, platforms and/or social media accounts that we may from time to time operate, manage or use) ("Websites"), (c) our showcases (including but not limited to (i) printed and/or digital materials, (ii) LED advertisements such as but not limited to lightboxes, TV walls, Exhibitor Location Systems, and lifts and escalator advertisements, (iii) banners and posters, and/or (iv) any other means or manner of advertising, whether online and/or offline, whether existing now or in the future) ("Showcases"), and/or for or relating to (d) any products, services or materials featured or promoted in any such Publications, Websites and/or Showcases (as the case may be) (where, for the ease of reference, each of the foregoing items in categories (a) to (d) above will be referred to herein as "Advertisement");

allegedly infringes someone else's intellectual property rights in relation to or in connection with TDC exhibitions.

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 legal advisors ("**Legal Advisors**"), are designed to help establish whether there is a case to answer so that complaints may either be pursued or resolved promptly.

Our aim is as much to protect the rights of individual Exhibitors and Advertisers concerned to be promptly cleared of unfounded complaints as it is the responsibility of the Exhibitors and Advertisers to uphold their obligations 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 TDC exhibitions, which is set out below for ease of reference:

"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 howsoever 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."





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The attention of all Advertisers is drawn to Clauses 2 and 3 of the terms and conditions enclosed in the HKTDC Advertising Order Contract, pursuant to which the Advertiser, amongst other things, warrants and undertakes that no third party intellectual property rights will be infringed as a result of the publication of any Advertisement, and it has obtained all necessary consents and licenses for the Advertisement. The Advertiser also undertakes and agrees to fully and unconditionally indemnify and hold TDC and its partners, agents, affiliates, directors, representatives, contractors, officers, employees and users harmless against any allegations, claims, damages, penalties, losses, costs, fees (including legal fees) or any expenses howsoever incurred as a result of or in connection with, amongst others, any breach or alleged breach of representation, warranty or undertaking given by the Advertiser, any infringement or alleged infringement of intellectual property rights, including but not limited to patents, registered designs, copyrights or trade mark infringement arising as a result of the publication of any Advertisement, and/or any third party claims whatsoever arising in or derived from or as a direct or indirect result of the publication of any Advertisement by the Advertiser, including without limitation in relation to its goods and/or services.

The Exhibitor and/or Advertiser each agree that it shall comply with the then effective version of the "Exhibitors' and Advertisers' Brief on the Protection of Intellectual Property Rights at TDC Exhibitions" ("Exhibitors' and Advertisers' Brief") that the Organizer may issue and update from time to time, including but not limited to abiding by any complaint procedures and penalties stated in the Exhibitors' and Advertisers' Brief, whether as a Complainant of infringement of intellectual property right or as a party subject to any such complaint. If the Exhibitor or Advertiser fails or refuses to abide by any of the terms and conditions of the Exhibitors' and Advertisers' Brief, the Organizer shall have the sole and absolute discretion to:

- (a) ban the Exhibitor and any of its representatives, parent, associate, affiliated and/or subsidiary companies from any or all future TDC exhibitions and/or to further ban any representatives of the Exhibitor in question from entering the venue of the current TDC exhibition in which the Exhibitor is participating; and/or
- (b) decline to publish, or suspend, alter/amend or remove any Advertisements and/or prohibit the Exhibitor or Advertiser concerned from placing, displaying or publishing Advertisements on any Publications, Websites and/or Showcases at or in connection with any TDC Exhibition.

If a complainant ("Complainant") files a complaint with the Organizer in accordance with the Exhibitors' and Advertisers' Brief and requests the Organizer to take action against an Exhibitor or Advertiser, the Complainant agrees to hold the Organizer, 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 in connection with, and/or however arising from, any action that the Organizer, 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 Exhibitor, Advertiser and Complainant each agree not to take any legal action or make any claim or demand against the Organizer, its agents, representative, contractors or employees (including but not limited to their Legal Advisors) in relation to or arising out of such complaint and any actual or alleged infringement of intellectual property rights.





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Procedures

A. Item displayed or exhibited by an Exhibitor at a TDC exhibition

- 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 TDC Fair Officials and the Legal Advisors engaged by TDC.
- 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' and Advertisers' Brief and the Legal Advisors on site will specify the kind of documents and other evidence necessary to support a complaint.
- 4. If the TDC and the Legal Advisors are satisfied, on the basis of the documents provided, that the Complainant's intellectual property rights are valid and have been infringed by the display of the Exhibitor's product or material in dispute at the Fair, a TDC Fair Official will visit the booth involved.
- 5. The TDC and the Legal Advisor will also visit the Website to check whether the product or any material in dispute is displayed on the said Website. If so, the TDC 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 TDC's *Terms & Conditions for Printed Advertisement & Online Promotion* without further notice.
- 6. As the organizer of the TDC exhibitions, TDC 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 Fair unless he/she can adduce evidence to show to the satisfaction of the TDC and the Legal Advisors 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 TDC for its records.
- 8. If the TDC 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 TDC under paragraphs 6 and/or 7 and/or 8 above, TDC shall have the right and power, in its sole and absolute discretion, to ban the Exhibitor and any of its representatives, parent, associate, affiliated and/or subsidiary companies, from any or all future TDC exhibitions.
- 10. TDC staff will visit any booth in respect of which a complaint has been received and accepted by TDC and the Legal Advisors, 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, TDC shall have the right and power, at its sole and absolute discretion, to immediately terminate the right of participation in the Fair in question of the Exhibitor and any of its representatives, parent, associate, affiliated and/or subsidiary companies without any refund of the participation fee already paid, and to ban the Exhibitor and any of its representatives, parent, associate, affiliated and/or subsidiary companies from any or all future TDC exhibitions.





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B. <u>Materials featured in any Advertisement displayed and/or published at a TDC exhibition, the TDC's Publications, Websites and/or Showcase for, in relation to or in connection with the TDC exhibition</u>

- 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 TDC Fair Officials and the Legal Advisors engaged by TDC.
- 2. If you are also an Exhibitor and receive a complaint at your booth, you should refer the Complainant to the Fair Management Office.
- 3. Both the documents attached to the Exhibitors' and Advertisers' Brief and the Legal Advisors on site will specify the kind of documents and other evidence necessary to support a complaint.
- 4. If the TDC and the Legal Advisors are satisfied, on the basis of the documents provided, that the Complainant's intellectual property rights are valid and have been infringed by the Advertisement in dispute at the TDC exhibition, the Advertiser will be notified.
- 5. As organizer of the TDC exhibitions, TDC has the power to immediately take at least 3 photographs of the any material in dispute.
- 6. The Advertiser will have the opportunity to adduce evidence to show to the satisfaction of the TDC and the Legal Advisors that it has the right to place, display or publish the Advertisement complained of within 24 hours from the time of such notification. If the Advertiser fails to do so and/or if the TDC and the Legal Advisors are not satisfied that the Advertiser has the right to place, display or publish the Advertisement complained of, TDC shall have sole and absolute discretion to determine the appropriate course of action, including but not limited to the immediate removal, take-down, suspension and/or altering (e.g. by covering up the materials featured in the Advertisement which are alleged to be infringing in the complaint) of the Advertisement complained of.
- 7. The Advertiser 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 Advertiser. A further copy of the signed undertaking together with one copy of the photograph will be retained by the TDC for its records.
- 8. If the TDC is notified by the Customs and Excise Department that it is investigating possible violation of copyright and/or trademark by an Advertiser at the Fair, the TDC will be required to immediately remove the Advertisement and any other relevant material which is under investigation for the remainder of the Fair.
- 9. If the Advertiser fails or refuses to co-operate with TDC under paragraphs 6 and/or 7 above, TDC shall have the right and power, in its sole and absolute discretion, to prohibit the Advertiser and any of its representatives, parent, associate, affiliated and/or subsidiary companies from placing, displaying or publishing Advertisements on the TDC website and in any publications displayed or published at any or all future TDC exhibitions, and/or to further terminate the HKTDC Advertising Order Contract with no refund payable.
- 10. If the Advertiser is found to have breached its undertaking not to display, publish and/or otherwise deal in or with the advertising material(s) in dispute during the remaining period of the Fair, TDC shall have the right and power, at its sole and absolute discretion, to immediately terminate the right to advertise in the Fair in question of the Advertiser and any of its representatives, parent, associate, affiliated and/or subsidiary companies without any refund of the advertising fee already paid; to ban the Advertiser and any of its representatives, parent, associate, affiliated and/or subsidiary companies from advertising and/or participating in any or all future TDC exhibitions; and to further terminate the HKTDC Advertising Order Contract with no refund payable.





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Penalties

An Exhibitor and/or Advertiser and/or any of its representatives, parent, associate, affiliated and/or subsidiary companies may, in the sole and absolute discretion of the TDC, be banned from any or all future participation (including but not limited to the right to advertise) in TDC exhibitions if:

- a. after TDC has received and accepted a complaint against the Exhibitor or Advertiser, the Exhibitor or Advertiser fails or refuses to:
 - allow TDC to immediately take 3 photographs of the product, material or Advertisement in dispute;
 - sign an undertaking immediately in favour of TDC in a form provided by TDC:
 - (i) indicating its decision whether to remove or continue to display the product or material in dispute; or
 - (ii) in the case of an Advertisement, acknowledging TDC's right to remove the Advertisement in dispute, or adducing evidence to the TDC to show to the satisfaction of the TDC and the Legal Advisors that it has the right place, display or publish the Advertisement complained of;

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 TDC and allowed TDC 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 TDC not to display or deal with any such item for the rest of the Fair period and/or the Advertiser signs the undertaking to acknowledge the TDC's right to remove the Advertisement in dispute, but is subsequently found to be in breach of such an undertaking; in which case the TDC shall, in addition, be entitled to immediately terminate the Exhibitor's and/or Advertiser's right of participation and/or advertisement for the rest of the Fair period without refund of any participation and/or advertisement fee already paid by the Exhibitor and/or Advertiser;

OR

d. there are two or more court rulings from a Court in Hong Kong against the Exhibitor and/or Advertiser confirming its infringement of intellectual property rights of any Complainant(s) during two consecutive fair periods, notwithstanding that the Exhibitor and/or Advertiser has cooperated with TDC during the Fairs, amongst others, 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 TDC and the Legal Advisors:
 - 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. within any one year period there are two or more valid complaints filed against the same Advertiser and which have been accepted by the TDC and the Legal Advisors;

OR

g. the Exhibitor and/or Advertiser is accused or convicted of any criminal offence relating to infringement of intellectual property rights or violation of intellectual property-related laws and regulations.



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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, or any service supplied or offered to be supplied to a consumer;
- (ii) supplies or offers to supply any goods, or any services to consumers, 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.

Further, any person who engages in relation to a consumer any unfair trade practices (including but not limited to any commercial practice that is a misleading omission, or is aggressive, or constitutes bait advertising, bait and switch, or wrongly accepting payment) 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.





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Documents Required as Evidence of Subsistence and Ownership of Intellectual Property Rights

A. Copyright

Option 1: An affidavit of copyright ownership and subsistence made by the owner of the copyright work pursuant to Section 121 of the Copyright Ordinance (Cap. 528 of Laws of Hong Kong) dated within one (1) year of the date of the complaint - for reference purposes, a template affidavit is available for download at: http://tpwebapp.hktdc.com/fair/Multi-fairs/pdf/Copyright/2.pdf

OR

Option 2: If the Complainant owns and provides its <u>original</u> evidence for all of the below items 4-6 as evidence, and provide information and evidence of <u>all</u> of the following:-

- 1. date and place that the copyright work was first made or first published;
- 2. name of the author of the copyright work;
- 3. name of the owner of the copyright work;
- original copyright work (e.g. design drawings, sketches, etc) NOTE: copies, including photocopies or computer copies will <u>not</u> be accepted;
- 5. <u>original</u> evidence on proof of ownership of the copyright work for example, in the event the author of the copyright work is an employee of the Complainant, that employee's contract of employment; or in the event the author of the copyright work is not the Complainant nor its employee, copyright assignment evidencing the assignment of copyright from the author to the Complainant; and
- 6. <u>original</u> evidence of the date of (i) the first sale of the product/article to which the copyright work relates (e.g. invoices, shipping documents, etc) or (ii) the first publication of the copyright work, and such evidence must clearly identify the product/article in question

For any complaint made under Option 2, complainants will also be required to complete, provide and confirm <u>all</u> the above information and evidence in a standard-form checklist (which is available for download at [http://tpwebapp.hktdc.com/fair/Multi fairs/pdf/Copyright/1.pdf] or to be provided by TDC at the time of the complainant's filing of the complaint). If any of the required information and/or evidence is missing or otherwise incomplete, or if any of the information and/or evidence provided are, in TDC's opinion, unreliable, conflicting, false or inaccurate in any manner, the relevant complaint will not be processed or will be rejected.

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 (**NOTE**: foreign registrations will **not** be accepted); and
- 2. An up-to-date printout of the Trade Mark Records as available on the Hong Kong Intellectual Property Department's Online Search System, showing the registration details of the trade mark and printed within one (1) week of the date of the complaint.

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 (**NOTE**: foreign registrations will **not** be accepted); and





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2. An up-to-date printout of the Register of Designs as available on the Hong Kong Intellectual Property Department's Online Search System, showing the registration details of the registered design and printed within one (1) week of the date of the complaint.

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 (**NOTE**: foreign registrations will **not** be accepted);
- 2. If the patent relied on is a short-term patent, either one of the following in respect of the patent:
 - a) Original or certified copy of a Certificate of Substantive Examination in Hong Kong;
 - b) Original or certified copy of a request for substantive examination filed with the Hong Kong Registrar of Patents, together with a written confirmation that the request has not yet been determined, rejected or terminated; or
 - c) Original or certified copy of a certificate granted by the Hong Kong court certifying that the claims of the patent sought to be relied on by the Complainant is valid.
- 3. A written opinion from the following individual(s)stating that the Hong Kong patent is valid and infringed by the display of the Exhibitor's product or material in dispute during the Fair with clear and specific reference to the alleged infringing product in question:
 - a) A certified or registered patent agent or attorney so certified or registered in a jurisdiction outside Hong Kong and providing patent agency services in Hong Kong; and/or
 - b) Hong Kong qualified lawyer experienced in the patents field.

And any other evidence that the TDC and the Legal Advisors may require depending on the specific facts of the case.

Documents Required as Evidence of the Advertiser's Right to Place, Display or Publish the Advertisement Complained of

- 1. Documents required as evidence of subsistence and Advertiser's ownership of the relevant intellectual property rights (see the requirements for each type of intellectual property rights in A, B, C and/or D above (as applicable)); or
- 2. Original or certified copy of valid agreement(s) or license(s) from the intellectual property rights owner authorizing or granting the Advertiser the right to use, publish, display and/or otherwise deal in or with the relevant works, marks, designs, and/or patents featured in the Advertisement(s) complained of.

And any other evidence that the TDC and the Legal Advisors may require depending on the specific facts of the case.

* The TDC reserves the right to amend any contents in the Exhibitor's and Advertisers' Brief (including without limitation the documents required for filing a complaint) at any time without prior notice.

In the event of any differences between the English and Chinese versions of this document, the English version shall prevail.



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通告 14

香港貿發局展覽會保護知識產權措施 參展商須知

香港貿易發展局(以下簡稱為「本局」或「主辦機構」)是專責促進香港對外貿易的法定機構,致力推動原創設計及保護知識產權。

本局訂有一套在展覽會(「**展覽**」或「**本局展覽**」)現場內,即場處理任何針對參展商及/或廣告商、有關本局展覽或與之有關聯的侵權投訴的程序,而該等投訴須針對:

- (i) 参展商在展覽中發布、展示及/或放置被指稱侵犯他人知識產權的產品、物品或物料;或
- (ii) 本局為參展商或廣告商,或以他們的名義,發布、展示及/或放置,而被指稱侵犯他人知識產權的廣告,包括但不限於在(a)在本局的刊物(不論任何媒體、媒介、形式及格式,亦不論線上或線下)(「刊物」)的廣告、(b)在本局的網站、應用程式、平台及/或社交媒體帳戶(包括但不限於www.hktdc.com,以及本局可能不時營運、管理及使用的任何及所有其他網站、應用程式、平台及/或社交媒體帳戶)(「網站」)的廣告、(c)在本局的展示物(包括但不限於(i)印刷品及/或數碼檔案、(ii)LED廣告,例如但不限於燈箱、電視幕牆、參展商位置系統,以及在升降機內或於扶手電梯上的廣告,(iii)橫幅及海報,及/或(iv)不論線上或線下、現存或將來、以任何其他方法或方式進行的廣告宣傳)(「展示物」)內的廣告、及/或(d)爲了於任何上述刊物、網站及/或展示物内(視情況而定),被列為精選推廣或宣傳的任何產品、服務或物料,或與之有關的廣告(為便於參考,以上類別(a)-(d)所述的每項物品將於本須知中稱為「廣告」)。

此免費的投訴程序並不是投訴人唯一的投訴方法。投訴人亦可以向香港海關及/或香港法院提出投訴。

此投訴程序由本局的駐場法律顧問 (「**法律顧問**」)處理,務求幫助確立被投訴人是否須就有關投訴作 出答辯,繼而決定有關投訴應否被繼續跟進,還是被從速解決。

本局訂定這套程序的目的是為了協助有關參展商及廣告商從速清理毫無根據的投訴,致力保障他們的權利,因爲履行尊重他人的知識產權的義務,是參展商及廣告商的責任。

茲促請所有參展商必須遵守《貿易發展局展覽會參展規則》中的第 43 條。該條列明參展商於本局展覽中的權利與責任;為便於參考,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,在任何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。」

所有廣告商須注意《香港貿易發展局廣告訂購合約》内條款及條件中的第2及3條。根據這些條款,





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廣告商所提供的各項保證及承諾包括其保證及承諾任何廣告的發布不會侵犯任何第三方的知識產權,以及它已經取得該廣告所需的所有同意及許可。廣告商亦承諾及同意保證本局及其合夥人、代理、聯屬成員、董事、代表、承辦商、人員、僱員及用戶免受因任何違反或被指稱違反廣告商所作出的陳述、保證或承諾、任何侵犯或被指稱侵犯知識產權(包括但不限於因出版任何廣告而引致的專利、註冊外觀設計、版權或商標的侵犯)所引致,及/或因廣告商出版任何廣告(包括但不限於有關其貨物及/或服務的廣告)所引起、衍生、或直接或間接地導致的第三方申索,或與之有關聯的任何指稱、申索、損害、罰款、損失、成本、費用(包括法律費用)及不論如何招致的開支所損害,並承諾及同意對上述各方就上述損害作出完全及無條件的彌償。

每位參展商及/或廣告商同意,他們須遵守當時生效的《香港貿易發展局展覽會保護知識產權措施:參展商及廣告商須知》(「本須知」)(而主辦機構可能會不時發出新的須知及更新現行須知),包括但不限於遵守於本須知內列明的任何投訴程序及侵權罰則,不論該參展商或廣告商是作爲知識產權被侵犯的投訴人,或是作爲被投訴人。假如參展商或廣告商未能或拒絕遵守本須知內的任何條款及條件,主辦機構有唯一及絕對的酌情權:

- (a) 以禁止參展商及其任何代表、母公司、相聯公司、聯屬公司及/或附屬公司參加參加本局以 後所舉辦的任何或所有展覽,及/或進一步禁止該參展商的任何代表進入參展商當時正在參 展的展覽會場;及/或
- (b) 以拒絕發布、暫停展示、修改/修訂或移除任何廣告,及/或禁止有關參展商或廣告商於本局展覽內或與之有關的任何刊物、網站及/或展示品上,放置、展示或發布廣告。

假如投訴人(「投訴人」)按照本須知向主辦機構提出投訴,並要求主辦機構對參展商或廣告商採取行動,投訴人必須同意保證主辦機構、其代理、代表、承包商及僱員(包括但不限於他們的法律顧問)免受任何損害,並對上述各方每位因依據或基於投訴人所提出的投訴、或投訴人根據該投訴所作出的任何其他要求、指示或指令而採取行動,進而導致、與之有關聯及/或不論如何引起的任何性質的任何及所有責任、損失、費用(包括但不限於法律費用)、開支及損害賠償。

每位參展商、廣告商及投訴人同意,不會向主辦機構及其代理、代表、承包商或僱員(包括但不限於他們的法律顧問)採取任何與有關投訴及任何實際或被指稱侵犯知識產權的事件相關、或由之引致的法律行動,或提出任何索償或要求。

處理投訴程序

A·參展商於本局展覽内展示或展覽的物品

- 1. 假如閣下欲提出有關侵犯閣下知識產權的投訴,閣下須向主辦機構的展覽管理辦事處報告,而本局的展覽負責人員及所聘請的法律顧問將會處理有關投訴。
- 2. 假若閣下在攤位內收到投訴,閣下應轉介該投訴人到展覽管理辦事處提出有關投訴。
- 3. 本須知隨附的資料文件及駐場法律顧問皆會指明支持侵權投訴所需的文件種類及其他證據。
- 4. 假如本局及法律顧問基於投訴人所提供的文件,信納投訴人的知識產權為有效,而且被參展商





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在展覽内所展示的涉事產品或物料所侵犯,本局展覽負責人員會前往涉事攤位視察。

- 5. 本局及法律顧問亦會瀏覽本局的網站,檢查受爭議的產品或任何物品有否於上述網站上展示。 如有發現,本局擁有唯一及絕對的酌情權,根據本局之《網上推廣條款及條件》,在不作另行 通知的情況下,停用該網址,或將受爭議的產品或物品從主辦機構的網站下架/移除。
- 6. 作為展覽的主辦機構,本局有權即時為受爭議的產品或任何物品拍攝最少三張照片。
- 7. 除非有關參展商能向本局及法律顧問提出證據,以顯示他/她有權就有關產品或物料進行交易,並使他們信納,否則該參展商會被要求立即將正在展示中的受爭議產品或物品移除,並禁止在餘下展期展示有關該產品/物料。參展商亦須立即簽字為上述事宜作出承諾。本局會將已簽署的承諾書及照片的副本交予有關的投訴人及參展商,並會自行保留一份已簽署的承諾書及照片的副本作為記錄。
- 8. 假如本局收到香港海關通知,指香港海關正在調查有關在展覽内的參展商的懷疑侵犯版權及/或商標案件,本局將要求該參展商立即移除正接受調查的產品或物品,並不得在餘下展期内展示它們。
- 9. 假如有關參展商未能按上述第 6、7 及/或 8 條與本局合作,或拒絕與本局合作,本局有權利及權力,按其唯一及絕對的酌情權,禁止該參展商及其任何代表、母公司、相聯公司、聯屬公司及/或附屬公司參加本局以後所舉辦的任何或所有展覽。
- 10. 本局職員會定期前往被投訴(而有關投訴被本局及法律顧問所接納)的攤位視察,以再次確保有關參展商不再展示或就受爭議的產品或物品進行交易。假如參展商被發現違反承諾(即於餘下展期內不再展示或處理受爭議的產品及物料),本局有權利及權力,按其唯一及絕對的酌情權,即時取消該參展商及其任何代表、母公司、相聯公司、聯屬公司及/或附屬公司是次展覽的參展權,並毋須退還已收取的參展費,並禁止該參展商及其任何代表、母公司、相聯公司、聯屬公司及/或附屬公司參加本局以後所舉辦的任何或所有展覽。

<u>B·於任何爲了本局展覽,或與之有關或有關聯,而在本局展覽、刊物、網站及/或展示品内展示或發</u>布的廣告中出現的物品

- 1. 假如閣下欲提出有關侵犯閣下知識產權的投訴,閣下須向主辦機構的展覽管理辦事處報告,而本局的展覽負責人員及所聘請的法律顧問將會處理有關投訴。
- 2. 假若閣下同時是參展商,並在閣下的攤位內收到投訴,閣下應轉介該投訴人到展覽管理辦事處 提出有關投訴。
- 3. 本須知隨附的資料文件及駐場法律顧問皆會指明支持侵權投訴所需的文件種類及其他證據。
- 4. 假如本局及法律顧問基於投訴人所提供的文件,信納投訴人的知識產權為有效,而且被受爭議 的廣告所侵犯,廣告商會收到通知。
- 5. 作為展覽的主辦機構,本局有權即時為受爭議的任何物品拍攝最少三張照片。
- 6. 廣告商在收到上述通知起的 24 小時內,享有向本局及法律顧問提出證據的機會,以顯示它有權放置、展示或發布被投訴的廣告,並使其信納。假如廣告商未能在時限內提出證據,及/或本局及法律顧問並不信納廣告商有權放置、展示或發布該廣告,本局擁有唯一及絕對的酌情權去決





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定合適的行動,包括但不限於即時移除、下架、暫停展示及/或修改被投訴的廣告(例如將該廣告內被指稱侵權的物品遮蓋)。

- 7. 廣告商亦須立即簽字為上述事宜作出承諾。本局會將已簽署的承諾書及照片的副本交予有關的 投訴人及廣告商,並會自行保留一份已簽署的承諾書及照片的副本作為記錄。
- 8. 假如本局收到香港海關通知,指香港海關正在調查有關在展覽內的廣告商的懷疑侵犯版權及/或商標案件,本局將要求該廣告商立即移除該廣告及任何其他正接受調查的相關物品,並不得在餘下展期內展示它們。
- 9. 假如有關廣告商未能按上述第 6 及/或 7 條與本局合作,或拒絕與本局合作,本局有權利及權力,按其唯一及絕對的酌情權,禁止該廣告商及其任何代表、母公司、相聯公司、聯屬公司及/或附屬公司,於本局網站,以及本局以後所舉辦的任何或所有展覽内展示或發布的任何刊物,放置、展示或發布廣告,及/或進一步終止《香港貿易發展局廣告訂購合約》,並毋須退還已收取的費用。
- 10. 假如廣告商被發現在餘下展期內違反其承諾(即不再展示、發布及/或以其他方式處理受爭議的廣告宣傳物),本局有權利及權力,按其唯一及絕對的酌情權,即時取消該廣告商及其任何代表、母公司、相聯公司、聯屬公司及/或附屬公司是次展覽的廣告宣傳權,並毋須退還已收取的廣告費,並禁止該廣告商及其任何代表、母公司、相聯公司、聯屬公司及/或附屬公司在本局以後所舉辦的任何或所有展覽中進行廣告宣傳,及/或參加該些展覽,及進一步終止《香港貿易發展局廣告訂購合約》,並毋須退還已收取的費用。

侵權處罰

本局能按照其唯一及絕對酌情權,在下列任何一種情況下,禁止參展商及/或廣告商,及/或其任何 代表、母公司、相聯公司、聯屬公司及/或附屬公司參加本局以後所舉辦的任何或所有展覽(包括但 不限於廣告宣傳的權利):

- a. 在本局收到及接納針對參展商或廣告商的侵權投訴後,該參展商或廣告商未能或拒絕:
 - 立即容許本局職員為受爭議的產品、物料或廣告拍攝三張照片;或
 - 應本局要求立即簽署本局提供的承諾書:
 - 1. 註明它決定移除或決定繼續展示受爭議的產品或物料;或
 - 如果該投訴涉及廣告,承認本局移除該受爭議廣告的權利,或向本局提出證據,以顯示它有權放置、展示或發布被投訴的廣告,並使本局及法律顧問信納該些證據;

或

b. 該參展商雖然已應本局要求簽署承諾書,以及讓本局職員在展覽期間為受爭議的產品或物品 拍照,但它拒絕移除正在展示中的受爭議產品或物料,而當該參展商因展示該受爭議產品或 物料而被控告時,香港法庭裁定申索成功;

或

c. 參展商雖然立即移除正在展示中的受爭議產品或物料,並已簽署本局提供的承諾書,承諾在 餘下展期不再展示或處理該物品,及/或廣告商已簽署承諾書承認本局移除該受爭議廣告的權 利,但該參展商或廣告商其後被發現違反承諾。在此情況下,本局更有權即時終止該參展商 及/或廣告商在餘下展期內參加展覽及/或進行廣告宣傳的權利,並毋須退還已從該參展商及/ 或廣告商收取的參展費及/或廣告費;





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或

d. 參展商及/或廣告商雖然在展覽舉行期間與本局合作,包括但不限於移除正在展示中的受爭議 產品或物料,但該參展商及/或廣告商在連續兩屆展期中,遭香港法庭最少兩度裁定侵犯了任 何投訴人的知識產權;

或

e. 同一名參展商在連續兩屆展覽期中,最少四度被超過一名投訴人就不同的知識產權或被同一 名投訴人就不同產品或物品投訴,而該些投訴皆為有效及被本局及法律顧問所接納;

或

f. 同一名參展商在任何一年内,最少兩度被投訴,而該些投訴皆為有效及被本局及法律顧問所接納;

或

g. 参展商及/或廣告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的 刑事罪行。

有關知識產權的刑事罪行之刑罰

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,或被處罰款港幣五十萬元及監禁八年,視乎有關侵權行為的性質而定。

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:

- 1. 將虛假商品說明應用於任何貨品或任何向消費者提供或要約提供的服務;
- 2. 供應或要約供應已應用虛假商品說明的貨品、或向消費者提供或要約提供已應用虛假商品 說明的服務;或
- 3. 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,或將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。

另外,任何商戶如就任何消費者作出任何不良營商手法(包括但不限於任何屬誤導性遺漏的營業行為、具威嚇性的營業行為、或構成餌誘式廣告宣傳、先誘後轉銷售行為或不當地就產品接受付款的營業行為),即屬犯罪。

任何干犯商品說明條例中有關罪行之人士可被:

1. 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





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2. 一經循簡易程序定罪,可被處罰款港幣十萬元及監禁兩年。

證明知識產權的存在及擁有權的所需文件證據

A. 版權

途徑 1:版權作品的版權擁有人在被投訴前的一年內,根據版權條例(香港法例第 528 章)的第 121 條 所 作 出 , 並 證 明 有 關 版 權 的 存 在 及 其 擁 有 權 之 誓 章 。 誓 章 的 範 本 可 於 http://tpwebapp.hktdc.com/fair/Multi-fairs/pdfCopyright/2.pdf下載,以供參考

或

途徑 2:若投訴人擁有並能提交下列第 4-6 項的所有證據<u>正本</u>作舉證,以及提交下列<u>所有</u>資料及證據:

- 1. 版權作品的首次創作或首次發表的日期和地點;
- 2. 版權作品的作者名稱;
- 3. 版權作品的擁有人名稱;
- 4. 版權作品的<u>原作正本</u>(例如設計圖樣、草圖等)-註:任何副本,包括影印本或電腦副本, 均**不會**被接受;
- 5. 證明版權作品之擁有權的證據<u>正本</u> 例如若版權作品的作者是投訴人的僱員,則須提供僱傭 合約;或倘若版權作品的作者並非投訴人或其僱員,則須提供證明作者向投訴人轉讓版權的 版權轉讓書;及
- 6. (1)可證明首次出售有關版權作品的產品/物品之日期的證據<u>正本</u>(如發票、貨運文件等),或 (2)可證明首次發布有關版權作品之日期的證據**正本**,而該證據必須清楚指明該產品/物品。

就 途 徑 2 作 出 之 投 訴 而 言 , 投 訴 人 亦 須 在 文 件 證 據 清 單 (可 於 http://tpwebapp.hktdc.com/fair/Multi_fairs/pdf/Copyright/1.pdf下載,或於投訴人呈交投訴時,由本局提供)上填寫、提供及確認上述所有資料及證據。假如任何所需資料及/或證據有所缺失或不完整、或倘若本局認為任何所提交的資料及/或證據是在任何方面不可信、相互矛盾、虛假或不準確,有關投訴將不被處理或被拒絕。

B. 商標

- 1. 有效的**香港**商標註冊證書正本或核證副本,包括續期證書或續期證明(註:任何非香港的註冊均不會被接受)。
- 2. 香港知識產權署網上檢索系統上最新的商標記錄列印本,而該列印本須顯示該商標的註冊詳情,及於投訴日前的一(1)星期內打印。
- C. 外觀設計





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- 1. 有效的<u>香港</u>外觀設計註冊證書正本或核證副本,包括續期證書或續期證明(註:任何非香港的註冊均**不會**被接受)。
- 2. 香港知識產權署網上檢索系統上最新的外觀設計註冊記錄列印本,而該列印本須顯示該外觀 設計的註冊詳情,及於投訴日前的一(1)星期內打印。

D. 專利

- 1. 有效的**香港**專利證書正本或核證副本,包括續期證書或續期證明(註:任何非香港的註冊均**不會**被接受);
- 2. 假如投訴人的投訴所依據的專利是短期專利,下列任何一項有關該專利的證據:
 - a) 於香港進行的實質審查證明書正本或核證副本;
 - b) 向香港專利註冊處處長提交、有關對該專利進行實質審查的請求,連同一份書面確認,指該請求尚未被終結、拒絕或終止;或
 - c) 由法院批給的證明書正本或核證副本,核證法院裁斷投訴人所依據的專利申索是有效的。
- 3. 由下列人士所發出的書面意見書,指投訴人於香港的專利為有效,而且因參展商透過展示受 爭議的產品或物品,而被侵犯;而該意見書清楚及明確地指明被指稱侵權的產品或物品之詳 情:
 - a) 已於香港以外的管轄區核證或註冊,並在香港提供專利代理服務的核證或註冊專利代 理人;及/或
 - b) 於專利方面有經驗的香港合資格律師。

以及由本局或法律顧問因應案件的實際情況而要求提供的任何其他證據。

證明廣告商放置、展示或發布被投訴的廣告的所需文件證據

- 1. 證明有關知識產權的存在及廣告商的擁有權的所需文件證據(見上述 A,B,C,D 部中每類知識產權的要求(如適用));或
- 2. 有效合約或許可正本或核證副本,以證明知識產權擁有人已授權,或授予該廣告商使用、發布、展示,及/或以其他方式交易或處理在被投訴的廣告中展示的相關作品、商標、外觀設計,及/或專利的權利。

以及由本局或法律顧問因應案件的實際情況而要求提供的任何其他證據。

*本局保留在不作另行通知的情况下,不時修改本須知内的任何内容(包括但不限於提交侵權投訴時所需的文件)。

若本須知的英文版本與中文版本有任何抵觸之處,則以本須知的英文版本為准。





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Circular 15: 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.

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

Thank you for your kind attention.

通告 15: 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。

- 2) 3) 4) 5) 6) 7) 8) 10 11

- 輻射條例》 電力條例》 消費品安全條例》

敬請留意!





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Circular 16: Undesirable Medical Advertisements Ordinances

The Department of Health of the HKSAR Government has set forth very strict rules and regulations related to medical advertisements.

According to the Undesirable Medical Advertisements Ordinance, Cap.231 of the Laws of Hong Kong, no person shall publish, or cause to be published the following:

- Any advertisements likely to lead to the use of any medicine, surgical appliance or treatment for
 - the purpose of treating human beings for, or preventing them from contracting any disease or condition specified in column 1 of Schedule 1 (except for a purpose specified in column 2 of that Schedule); or
 - treating human beings for any purpose specified in Schedule 2 of the Ordinance
- Any advertisement: offering to procure a miscarriage of women; canvassing, inviting or inducing the procuration of miscarriage of women; or referring to anything in terms which are calculated to lead to the use of that thing for the procuration of miscarriage of women
- An advertisement for an orally consumed product which makes for the product a claim specified in column 1 of Schedule 4, or any similar claim, except as allowed under the provisions in column 2 of that Schedule

Advertisements include any notice, poster, pamphlet and label on product and any announcement made orally or by means of producing or transmitting light or sound. It is possible that representatives from relevant government departments would conduct an on-site inspection during the Fair for any misbehaviours or irregularities.

The maximum penalty for contravention of the Ordinance is \$50,000 and 6-months' imprisonment for a first offence and \$100,000 and 1-year's imprisonment for a second or subsequent offence.

The full text of the Ordinance can be downloaded from the Bilingual Law Information System at http://www.legislation.gov.hk/eng/home.htm. For compliance with the requirements of the Ordinance, Exhibitors should also consult the Guidelines on Undesirable Medical Advertisements Ordinance available at the website of the Drug Office of the Department of Health at http://www.drugoffice.gov.hk.

The Exhibitor agrees to comply with the said conditions, and to exempt HKTDC and Hong Kong Convention and Exhibition Centre (Management) Limited from, and indemnify them against all liabilities whatsoever incurred from any complaint lodged or proceedings instituted by any person arising from any offence committed under the regulations by the exhibitor.

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通告 16: 不良廣告 (醫藥) 條例

香港特別行政區政府衞生署針對醫藥的廣告訂有嚴格的規例。

根據香港法例第 231 章《不良廣告(醫藥)條例》,任何人不得發布或安排發布:

- 任何相當可能導致他人為以下目的而使用任何藥物、外科用具或療法的廣告
 - 治療人類患上或預防他們染上《條例》內附表 1 第 1 欄內所指明的疾病或病理情況(但 如作該附表第 2 欄內所指明的用途,則屬例外);或
 - 附表 2 所指明的任何目的治療人類
- 任何要約促致婦女進行流產;勸誘、吸引或誘使促致婦女進行流產;或提述任何物品而措詞 刻意導致他人使用該物品作促致婦女進行流產之用的廣告
- 任何為口服產品作出附表 4 第 1 欄所指明的聲稱或任何類似的聲稱的廣告,但根據該附表第 2 欄的條文屬被容許者,則屬例外

廣告包括任何公告、海報、單張、廣告外盒標籤及任何以口頭方式或籍產生或傳送光或聲音的方式所出的宣布。有關政府部門有可能於展覽會期間到場巡查所有不當及違規行為。

若違反該條例,初犯者會被罰款 50,000 元及監禁 6 個月,重犯者則被罰款 100,000 元及監禁 1 年。

有關條例的全文可在於雙語法例資料系統的網頁: http://www.legislation.gov.hk/eng/home.htm 下載。 參展商亦應參閱衞生署在藥物辦公室網站 http://www.drugoffice.gov.hk 發出的《不良廣告(醫藥)條例》指引。

參展商當清楚知道並同意遵守有關條款。任何參展商若因違反上述相關條例而招致投訴或訴訟,香港貿易發展局及香港會議展覽中心概不負責,亦無須作出賠償。

香港貿易發展局





Circular 17 The New Regulation on Disposable Plastic Tableware and Other Plastic Products

The Government will implement the regulation on disposable plastic tableware and other plastic products on 22 April 2024.

1. <u>Disposable plastic tableware</u>

The sale of expanded polystyrene (EPS) tableware and four other types of disposable plastic tableware (namely straws, stirrers, cutlery (forks, knives, spoons) and plates) will be prohibited, and so will the provision of such tableware to takeaway customers. Moreover, the provision of all disposable plastic tableware (also including cups, cup lids, food containers and food container lids) to dine-in customers at catering premises will be prohibited.

2. Other disposable plastic products

The sale and free distribution of plastic-stemmed cotton buds, balloon sticks, inflatable cheer sticks, glow sticks, party hats, oxo-degradable plastic products (regardless of disposability), umbrella bags, food sticks and plastic toothpicks, and the manufacturing of any oxo-degradable plastics products will be prohibited. Free distribution of plastic-packaged tissue paper for promotional use and non-medical use transparent gloves will also be prohibited. Moreover, hotels and guesthouses are banned from providing specified plastic toiletries and plastic-bottled water for free in guest rooms.

3. Exclusions / Exemptions

For disposable plastic tableware, (i) pre-packaged food or drinks (e.g. disposable plastic straws attached to beverage cartons) and (ii) the supply of disposable plastic straws to people with medical needs can be exempted. For other disposable plastic products, exemptions are available for the sale or supply of relevant products* under certain circumstances, including the use for forensic analysis, scientific research or experiments, medical treatments or procedures, taking medicines, for resale purposes (e.g. a business sells or supplies to another business in B2B exhibitions) or for manufacturing process.

* These exemptions are not applicable to products including (i) oxo-degradable plastic products (unless in the event that a business sells or supplies to another business for export purpose), (ii) plastic-packaged tissue paper for promotional use and (iii) non-medical use transparent gloves (unless provide to the employees for carrying out duties or work).

For further information about the new regulation, please visit https://www.cuttheplastics.hk/index.php/en/, or contact the Environmental Protection Department at (852) 5467 2494 or email to info@cuttheplastics.hk.

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通告 管制即棄膠餐具和其他塑膠產品的新法例

政府將於 2024 年 4 月 22 日實施管制即棄膠餐具和其他塑膠產品的新法例。

(一)即棄膠餐具

將禁止銷售和向外賣顧客提供發泡膠餐具和四類即棄膠餐具(即飲管、攪拌棒、進食用具(叉、刀、匙)和碟),同時亦禁止餐飲處所向堂食顧客提供各種即棄膠餐具(同時包括杯、杯蓋、食物容器和食物容器蓋)。

(二)其他即棄塑膠產品

將包括禁止銷售和免費供應膠柄棉花棒、氣球棒、充氣打氣棒、熒光棒、派對帽、氧化式可分解塑膠產品(不論是否屬即棄性質)、兩傘袋、食物膠籤、膠牙籤,並禁止製造任何氧化式可分解塑膠產品;禁止免費供應宣傳用塑膠包裝紙巾及非醫療用透明即棄膠手套;以及禁止酒店和賓館在房間內免費供應指明塑膠洗漱梳妝用品和即棄膠樽裝水。

(三)不包括 / 豁免情況

一般而言,以下情況可獲豁免,不受新法例規管。就即棄膠餐具而言,(i)預先包裝的食品或飲品(例如附連在紙包飲品上的即棄膠飲管等)和(ii)向有醫療需要的人供應即棄膠飲管可獲豁免。就其他即棄塑膠產品而言,在特定情況下銷售或供應相關產品*可獲豁免,包括用於法證科學化驗、科學研究或實驗、醫治或醫療程序、進食藥物、用於轉售用途(例如企業於B2B展覽會中出售或供應予另一家企業)、製造過程等情況。

*這些豁免不適用於(i)氧化式可分解塑膠產品(除非企業向另一家企業出售或供應用作<u>出</u>口用途)、(ii)宣傳用塑膠包裝紙巾、和 (iii)透明即棄膠手套(除非向僱員提供以履行職責或工作)。

有關新法例的詳情,可瀏覽網站<u>https://www.cuttheplastics.hk/index.php/tc/</u>,或 致電 (852) 5467 2494 或電郵致<u>info@cuttheplastics.hk</u> 向環境保護署查詢。

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Circular 18: Important Notice on Insurance < NEW UPDATE>

Exhibitors are reminded to take out sufficient and specific insurance for the exhibition participated to cover its displays, exhibits, stand fittings and fixtures against loss or damage, and shall produce such policy of insurance to the Organiser upon request. In general, the coverage of the insurance should also extend to booth setting, property during exhibition, inland transit, public liability and employees' compensation. Exhibitors are also advised to obtain comprehensive insurance coverage for the whole fair period, including move-in and move-out dates for the entire exhibition venue, as well as the storage area. Exhibitors are reminded to observe the relevant terms stated in Clauses 70.1 and 72 of Section 3.1, and Section 3.15 of Part III "Rules and Regulations" in the Exhibitors' Manual.

Additionally, exhibitors are also required to comply with Section 40 of the Employees' Compensation Ordinance, Cap.282 ("ECO") to cover their liabilities both under the ECO and at common law for work-related injuries to all their employees, regardless of the length of employment contract, work hours, or employment type (full-time, part-time, permanent, or temporary).

The Organiser undertakes no financial or legal responsibility for any type of risk concerning or affecting the exhibitors or visitors, their personal belongings and exhibits.

List of Insurers for Reference Only

All the insurers listed below covers **Hong Kong entities only**. For mainland and overseas exhibitors, please consult your local insurers.

This list is provided purely as a reference for exhibitors. It is not a must for exhibitors to use the service of any of the below insurers. Please feel free to contact other insurers or your insurance agent. The Hong Kong Trade Development Council is neither affiliated with nor compensated by any of the insurers. The Organiser assumes no responsibility for the competence or integrity of the insurers listed and exhibitors are advised to exercise normal business precautions as they would in dealing with any service suppliers.

It will normally take around 2 to 3 weeks for an insurer to process and issue the required insurance policy. Exhibitors are advised to allow enough time to purchase the insurance well in advance before the fair starts.

Company Name: Allied World Assurance Company Limited

Contact Number: 852-3412 2688 (Mr Terence Tsang, insurer's agent representative)

Contact Email: terence.tsang@apexais.com.hk

Website: http://www.awac.com

Company Name: China Pacific Insurance Co.,(H.K.) Ltd. Contact Number: 852-2137 7671 (Ms Priscilla Tam)

Contact Email: priscilla.tam@cpic.com.hk

Website: www.cpic.com.hk





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Company Name: China Ping An Insurance (Hong Kong) Company Limited

Contact Number: 852-2827 1883

Website (online quotation platform): https://www.pingan.com.hk/exhibition/insurance?lang=en

Company Name: Concord Insurance Company Limited

Contact Number: 852-2156 1535 (Mr Daniel Ng) Contact Email: danielng@concordinsurance.com.hk

Website (online quotation platform):

https://digitalax.concordinsurance.com.hk/?cref=cjFQTnNxcVkyWTlsbTJSc2hDeENGUT09#/

Company Name: Circle Asia Ltd Contact Number: 852-3596 5160 Contact Email: info@circlesgroup.asia Website: https://www.circlesgroup.com/

Company Name: Zurich Insurance Company Ltd

Contact Number: 852-2977 0222

Contact Email: smedirect@zurich-ia.com.hk

Website: www.zurich.com.hk

Hong Kong Trade Development Council

通告 18: 保險相關注意事項 < 最新資訊 >

為避免損失,參展商應自行購買充分及特定的保險,投保範圍包括(但不限於)為其陳列品、展品及展台的 損失或毀壞,倘若主辦機構要求,參展商須出示有關保單。一般而言,有關保單亦應涵蓋(但不限於)場地 建設及清拆、展覽期間之財物、陸上運輸、公眾責任及勞工保險。投保範圍亦需涵蓋整個會場及存倉區域, 並包括整個展期,連同進館日及撤館日。保險相關條款於參展商手冊第三部分「展覽會規則」分項 3.1 第 70.1 及72條,以及分項3.15中列明,敬請各參展商務必細閱。

參展商亦須遵守香港法例第 282 章《僱員補償條例》第 40 條,不論其僱員的僱傭合約或工作時間長短、全 職或兼職、長期或臨時受僱,均需承擔其根據《僱員補償條例》及普通法就其所有僱員在工作期間受傷的責 任。

主辦機構對涉及參展商或參觀者、其個人物品及展品的任何風險,概不負財務或法律責任。

保險公司列表以供參考

1 Expo Drive, Wan Chai, Hong Kong

香港灣仔博覽道1號香港會議展覽中心博覽商場13號

以下所有保險公司只承保香港公司。請內地及海外參展商向當地保險公司查詢。





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以下保險公司之資料只供參考用,參展商毋須一定聘請其中任何保險公司為其服務,可聯絡其他保險公司或其公司的保險代理人。香港貿發局與任何保險公司均無任何關係,亦不受其報酬。主辦機構對任何保險公司的表現和信譽概不負責,參展商於選擇聘用時,請自行作出權衡。

保險公司一般情況需要約兩至三個星期處理和簽發有關保單,參展商應在展覽前預留充足時間購買保險。

公司名稱: 世聯保險有限公司

聯絡電話: 852-3412 2688 (保險公司代理人曾先生)

聯絡電郵: terence.tsang@apexais.com.hk

公司網頁: https://awac.com/

公司名稱:中國太平洋保險(香港)有限公司

聯絡電話: 852-2137 7671 (譚小姐) 聯絡電郵: priscilla.tam@cpic.com.hk

公司網頁: www.cpic.com.hk

公司名稱:中國平安保險(香港)有限公司

聯絡電話: 852-2827 1883

公司網頁 (網上投保平台): https://www.pingan.com.hk/exhibition/insurance?lang=tc

公司名稱: 合群保險有限公司 聯絡電話: 852-2156 1535 (吳先生)

聯絡電郵: danielng@concordinsurance.com.hk

公司網頁 (網上投保平台):

https://digitalax.concordinsurance.com.hk/?cref=cjFQTnNxcVkyWTlsbTJSc2hDeENGUT09#/

公司名稱: Circle Asia Ltd 聯絡電話: 852-3596 5160

聯絡電郵: info@circlesgroup.asia

公司網頁: https://www.circlesgroup.com/

公司名稱: 蘇黎世保險有限公司

聯絡電話: 852-2977 0222

聯絡電郵: smedirect@zurich-ia.com.hk

公司網頁: www.zurich.com.hk

香港貿易發展局





Appendix 1 附件 1

Exhibitor Check-In Procedure 参展商登記進場手續

Thank you for your participation in the HKTDC Hong Kong International Medical and Healthcare Fair 2025.

The booth curtain and related fair information, will be ready for your pick-up at the **Exhibitor Check-In Counters** on the move-in day of **25 May 2025**. The Check-in counters will be set up at **Hall 3FG Concourse** of the Hong Kong Convention & Exhibition Centre from **10:00 a.m. to 7:00 p.m**. **Please bring along this letter and your business name card/company chop** to collect the said materials at the counters upon your arrival at the fairground.

We wish you every success in the Fair.

多謝 貴司參與香港貿發局香港國際醫療及保健展 2024。請各參展商於 2025 年 5 月 25 日上午 10 時至下午 7 時,攜同此信及閣下之公司名片或公司印章前往於香港會議展覽中心 Hall 3FG 大堂 設置 之「參展商登記進場櫃位」領取展台掛簾及其他有關是次展覽會之資料。

謹祝 貴公司展出成功!

Company Name 公司名稱:
Booth No. 攤位號碼:
Contact Person 聯絡人:
Contact Tel 聯絡電話:
Signature and Company Chop 簽署及蓋章:

