

Welcome Kit

Dear Exhibitors,

Welcome to the HKTDC Hong Kong International Medical and Healthcare Fair. Please find the welcome kit, which contains some various essential information for your perusal. Grateful if you could spend a few minutes to read through all the important circulars. Thank you and wish you every success in the event.

1. Important Circular

- Circular (1) : Move-in and Move-out Arrangement
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2. Exhibitor's Brief on Protection of Intellectual Property Rights (IPR)

致各參展商：

歡迎貴公司參加香港貿發局香港國際醫療及保健展，現附上展覽會幾項重要資料，煩請檢查已領取的資料是否齊全。另外，希望閣下可花數分鐘寶貴時間，詳細閱讀有關的各項注意事宜。在此多謝大家對我們的一貫支持，並祝展出成功！

1. 重要通告

- 通告 (1) : 進場日及撤館日之交通安排
- 通告 (2) : 展品通宵貯存服務
- 通告 (3) : 開放攤位予買家 及 展商接待買家須知
- 通告 (4) : 有關防止展品遺失或盜竊的保安措施
- 通告 (5) : 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 (6) : 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
- 通告 (7) : 保險相關注意事項
- 通告 (8) : 額外注意之法例及規則
- 通告 (9) : 熱帶氣旋及黑色暴雨警告信號及「極端情況」下之特別安排

2. 香港貿易發展局展覽會保護知識產權措施：參展商須知



Circular 1: Move-in and Move-out Arrangement

(1) Move in/out Arrangement

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

e-Vehicle permits will be issued to each exhibitor for entering the loading /unloading area of the Hong Kong Convention and Exhibition Centre on the **move-in day (10 May)** and **move-out day (13 May)**. The permit is **only valid for use at the specified dates and times** 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 (10 May) & Move-out Day (13 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:

According to HKCEC's latest requirement, due to space constraints inside the loading area, and in a bid to facilitate efficiency of the loading area, starting from 1 January 2015, long vehicles including 45 foot container would **NOT** be accommodated.

Under the new arrangement of HKCEC, drivers will need to **DOWNLOAD** and **REGISTER** their **e-Vehicle permit via the newly launched HKCEC Marshaling App named "Go HKCEC" before entering HKCEC loading area**. After completion of the registration, drivers can scan QR code on the e-vehicle permits issued by the organiser via the App and obtain a **Queue Ticket**. On the date of entry, when the **Queue Ticket** is called, an in-App Notification will be sent to driver.

Each e-Vehicle permit is for one-time access on the designated date only (i.e., one QR Code for one entry only) and will be invalid after the exact date of entry. Only by showing the QR code on the e-vehicle permit by phone/tablet or in printed version will **NOT** be allowed for entry, the **e-Vehicle permit is ONLY FOR REGISTRATION PURPOSE VIA THE APP**.



- **HKCEC Marshaling App "Go HKCEC" <NEW>**

To safeguard smooth traffic around HKCEC and to minimize the waiting time of truck, HKCEC has launched a new App called "Go HKCEC". Through this App, lorries / light goods vehicles can obtain queuing ticket, check-in at designated locations and obtain QR code for accessing the HKCEC loading area.

ALL lorries / light goods vehicles that needs to access the HKCEC loading area MUST obtain a ticket via this App before entering HKCEC.

- Download "Go HKCEC" App from the [App Store](#), [Google Play](#), or via [APK file](#)

Apple Store	Google Play	APK File (Huawei / Xiaomi / VIVO)
		
		

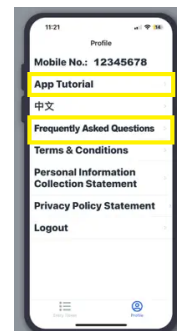
• “Go HKCEC” User Guide Video

➤ <https://www.youtube.com/watch?v=4p00qv9hQgs>



• Browse App tutorial and other useful information on the App

- Click “Profile”
- Click “App Tutorial” and “Frequently Asked Questions”



“Go HKCEC” Hotline: 2582 7130

The e-Vehicle permit is for loading and unloading only. No Parking is allowed. Private vehicles are not permitted to enter the loading area. Drivers are required to use either Octopus Card / Visa Card or Mastercard to clock-in time at the automated entry machine when entering the HKCEC loading / unloading area. 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 fair period is limited to 1st 60-minutes. Payment (if any) will be debited directly from the same Octopus Card / Visa Card / Mastercard. Official receipt can be printed from the automated exit machine.

The HKCEC will impose charges on vehicles with extended stay on 10 May and 13 May 2026. The charges are as follows:

	<u>Every 30 mins (or part thereof)</u>
First 60-mins (after clock in)	Free
First 2 hours after 60 mins	HK\$100
After 3 hours	HK\$150

The Expo Drive Hall loading area admits vehicles of 2.2m or below only.

(B) Private Car / Taxi

Private cars and taxis will be allowed to enter into the HKCEC at the discretion of the traffic control attendants during the move-in and move-out periods. No waiting or parking at the HKCEC is allowed. Private cars and taxis entering HKCEC will NOT be required to present any Vehicle Permit nor report to the vehicle marshalling area. However, drivers can only unload their goods at the Expo Drive / Harbour Road Entrance of the HKCEC.

The above measure has been implemented in a number of exhibitions, and was proven to be effective in alleviating the traffic congestion. Please contact the Organiser for any further enquiries. Thank you for your understanding and cooperation.

Remarks: According to the traffic conditions, we may implement traffic diversions at the vicinity of HKCEC or other traffic arrangement 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.



通告 1: 進場日及撤館日之交通安排**(1) 進場日/撤館日之交通安排****(A) 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 10 日)及撤館日(即 5 月 13 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 10 日) 及撤館日(5 月 13 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：

根據香港會議展覽中心最新規定，由於裝卸區內的空間有限，為提升裝卸區的效率，由 2015 年 1 月 1 日開始，大會將禁止 45 英尺長的貨車進入裝卸區，請各參展商注意。

根據香港會議展覽中心的最新安排，所有貨車/輕型貨車進入卸貨區前，司機須先下載「會展快運易」手機應用程式並完成簡單登記，司機透過此手機應用程式掃描由主辦單位發出電子版車輛通行證上的二維碼並取得籌號。進館日當天手機應用程式將依次叫號，司機於籌號被叫後需根據提示的時間前往報到並獲得進場二維碼後，方可進入香港會議展覽中心之裝卸區。

參展商獲發的車輛許可證只適用於手機應用程式「會展快運易」上之登記用途，單憑出示電子車證上的二維碼 (QR Code)並不能直接入場。各張電子版車輛通行證只限於指定日期使用一次*，逾期無效。(*如該張電子車輛通行證已於指定日子使用一次進入卸貨區，即二維碼已被掃描一次，承建商或貨運代理將不能於當天再次使用同一張電子版車輛通行證進入卸貨區。)登記成功後，即可根據手機應用程式上的提示及入場二維碼前往香港會議展覽中心。



• 「會展快運易」手機應用程式 <新>

展覽期間為了保持香港會議展覽中心週邊交通暢通，香港會議展覽中心推出全新手機應用程式「會展快運易」(Go HKCEC) 以節省貨車/輕型客貨車的等候時間。透過此應用程式，活動相關車輛可領取排隊籌號、按指示到指定地點打卡及獲取入場二維碼，再前往香港會議展覽中心。

所有需要進入會展中心一期或二期裝卸區的活動相關車輛，於進入香港會議展覽中心裝卸區前，必須透過「會展快運易」手機應用程式領取排隊籌號。

• 請於 [App Store](#)、[Google Play 商店](#) 或 [APK 檔案](#) 下載「會展快運易」手機應用程式。

Apple Store	Google Play	APK 檔案 (Huawei / Xiaomi / VIVO)

• 「會展快運易」教學影片

➢ <https://www.youtube.com/watch?v=pgphCJWVvsQ>



• 於「會展快運易」手機應用程式上
瀏覽使用教學及其他詳細資訊

- 點擊「帳戶」
- 選擇「使用教學」及「常見問題」



「會展快運易」熱線: 2582 7130

電子車輛許可證只供上落貨之用。嚴禁泊車。私家車不可駛入卸貨區。當車輛進入會展貨物起卸區時，司機須使用八達通卡 / Visa / 萬事達卡拍卡進場。為有效舒緩當日貨物起卸區交通緊張的情況，免費上落貨限時為 **60 分鐘**。如需繳交費用，將直接從同一張八達通卡 / Visa / 萬事達卡扣除。正式收據可以從自動出閘機列印。

香港會議展覽中心將於 5 月 10 及 5 月 13 日實施進場車輛使用時間收費計劃。有關收費如下：

	<u>每半小時收費(或不足半小時)</u>
車輛進場後首 60 分鐘	免費
其後兩小時內	港幣 100 元
超過三小時	港幣 150 元

博覽道展館之裝卸區只適用於 2.2 米或以下車輛進入。

(B) 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，唯所有私家車及的士只能於會展中心博覽道／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。

以上的安排已在早前的數個展覽會實施，並能有效地紓緩當日的交通情況。如有查詢，請與主辦機構聯絡。多謝各參展商之諒解及合作。

註：於進場及撤場當日，大會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。

(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。

香港會議展覽中心卸貨區地圖

Hong Kong Convention and Exhibition Centre Loading Dock Map

(更新日期：2019年10月 Updated as of October 2019)



備註：由於灣仔發展計劃第二期及沙田至中環綫(沙中綫)項目鄰近會展中心，道路或會實施臨時改道。此行車路線圖只供參考，要得知最新安排，請留意現場交通指示牌。

Remarks: Due to Wanchai Development Phase II and MTR Shatin Central Link projects near the HKCEC, temporary traffic diversions are in effect. The map is for reference only. For latest arrangements, please refer to traffic road signs on location.

Circular 2: Overnight Storage for Exhibits

To facilitate storage of exhibits at night during **11-13 May 2026**, 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
10 May 2026	-----	4:00 pm – 7:00 pm
11-12 May 2026	9:00 am – 10:00 am	6:00 pm – 7:00 pm
13 May 2026	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 2: 展品通宵貯存服務

為方便參展商於 **2026 年 5 月 11 - 13 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
2026 年 5 月 10 日	-----	下午 4 時 – 7 時
2026 年 5 月 11 - 12 日	上午 9 時 – 10 時	下午 6 時 – 7 時
2026 年 5 月 13 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 3: 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 3: 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。

Circular 4: 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:

	<u>For Exhibitors</u>	<u>For Visitors</u>
11-13 May 2026 (Mon- Wed)	9:00 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.

Hong Kong Trade Development Council

通告 4: 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

	<u>參展商</u>	<u>參觀人士</u>
2026 年 5 月 11 - 13 日(星期一至三)	上午 9 時	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

Circular 5: 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 (www.fairguide.me) (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, Business Development Manager 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.

通告 5: 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況下簽署該文件，有關合約無效。閣下應該就如何應對你可能會收到的付款要求尋求法律意見。

欲瞭解更多信息關於 UFI 對 Fair Guide, Expo Guide, Construct Data 與 Commercial Online Manuals 採取之行動，請瀏覽此網頁

<http://www.ufi.org/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，請與本局業務發展經理林麗麗小姐聯絡，電話：(852)2240 5815 或 電郵: lily.ll.lam@hktcdc.org。

Circular 6: 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 stay vigilant and take extra precautions. We hope that the following tips may help to raise your awareness.

- 1) 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.
- 3) Reconfirm bank account number and beneficiary name (Hong Kong Trade Development Council) when making payments.
- 4) Always use trusted Wi-Fi network
 - 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	E-mail 電郵
Ms. Lily Lam 林麗麗小姐	(852) 2240 5815	lily.ll.lam@hktdc.org
Ms. Cynthia Leung 梁詠然小姐	(852) 2240 5809	cynthia.wy.leung@hktdc.org
Ms. Sherry Yik 易燕丹小姐	(852) 2240 5797	sherry.yt.yik@hktdc.org
Mr. Jack Shum 岑靖濂先生	(852) 2240 5873	jack.cl.shum@hktdc.org

通告 6: 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。

- 1) 確保電郵由香港貿發局發出
 - 經常檢查電郵發件人之域名
- 2) 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
- 3) 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)
- 4) 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。



Circular 7: Special Attention to Relevant Ordinances

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

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

Thank you for your kind attention.

通告 7: 須額外注意之法例及規則

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

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

敬請留意！

Circular 8: Notice on Insurance

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: <https://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: <https://hkqi.cpic.com.cn/>

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/>

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

通告 8: 保險相關注意事項

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

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。

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/>

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

Circular 9: Special Arrangements for Tropical Cyclone & Black Rainstorm Warning Signals Typhoon Attack and Black Rainstorm Warning Signal

All exhibitors are requested to note the emergency measures under the following situations. The measures will be implemented should there be a Tropical Cyclone (commonly known as “typhoon”) or Black Rainstorm Warning Signal or “Extreme Conditions” during the HKTDC Hong Kong International Medical and Healthcare Fair.

A. Special Arrangements for Tropical Cyclone Warning Signal

I. During Move-in, Move-out

1. During Move-in, Move-out If a Pre-No. 8 Special Announcement, or Tropical Cyclone Warning Signal No. 8 (or above) is issued during the move-in and/or move-out period, the move-in and move-out procedure will continue if situation allows.

II. Prior to Opening Hours

1. If a Pre-No. 8 Special Announcement is **issued before 8:30am**, the fair will remain **closed**. In the rare situation when a Tropical Cyclone Warning Signal No. 8 (or above) is issued before 8:30am without a Pre-No. 8 (or above) Special Announcement, the same arrangement will apply.

2. If a Tropical Cyclone Warning Signal No. 8 is **cancelled at or before 2:00pm**, the fair will re-open to the visitors **two hours after** the Tropical Cyclone Warning Signal No. 8 is cancelled. Exhibitors will be allowed to enter the fairground for preparation **one hour after** the Tropical Cyclone Warning Signal No. 8 is cancelled if situation allows. Exhibitors are reminded to return to their booths before the fair re-opens to the public.

3. The fair, however, will remain closed if the Tropical Cyclone Warning Signal No. 8 **is cancelled after 2:00pm**.

III. During Opening Hours

1. Once the Hong Kong Observatory issues a **Pre-No. 8 Special Announcement**, giving advance notice to the public that a Tropical Cyclone Warning Signal No. 8 will be issued during the fair's opening hours, the fair will close within two hours before the signal comes into effect. The Organiser will broadcast such notice to exhibitors and visitors at once. Exhibitors and visitors will

be requested to leave the exhibition venue as soon as possible.

2. **In the rare situation when a Tropical Cyclone Warning Signal No. 8 (or above) is issued without a Pre-No. 8 (or above) Special Announcement**, the fair will close immediately. The Organiser will broadcast such notice to exhibitors and visitors at once. Exhibitors and visitors will be requested to leave the exhibition venue immediately.

B. Special Arrangements for Black Rainstorm Warning Signal & EXTREME CONDITIONS

I. During Move-in, Move-out

1. If a Black Rainstorm Warning Signal or “Extreme Conditions” is issued during the move-in and/or move-out period, the move-in and move-out procedure will continue if situation allows.

II. Prior to Opening Hours

1. If a Black Rainstorm Warning Signal or “Extreme Conditions” is issued before 8:30am, the fair will remain closed.

2. If a Black Rainstorm Warning Signal or “Extreme Conditions” is **cancelled at or before 2:00pm**, the fair will re-open to the visitors **two hours after** the Black Rainstorm Warning Signal or “Extreme Conditions” is cancelled. Exhibitors will be allowed to enter the fairground for preparation **one hour after** the Black Rainstorm Warning Signal or “Extreme Conditions” is cancelled if situation allows. Exhibitors are reminded to return to their booths before the fair re-opens to the public.

3. The fair, however, will remain closed if Black Rainstorm Warning Signal or “Extreme Conditions” is **cancelled after 2:00pm**.

III. During Opening Hours

1. If a Black Rainstorm Warning Signal or “Extreme Conditions” is issued during the fair’s opening hours, the fair will **remain open**. Exhibitors and visitors onsite will be encouraged to stay in the exhibition venue for their own safety. ^Under “extreme conditions” caused by adverse weather, such as serious disruption of public transport services, extensive flooding, major landslides or large-scale power outage after super typhoons, the Government will review the situation (including public transportation and other aspects) and make announcement to the public.

C. Insurance

1. The Exhibitor shall take out insurance policies to cover itself against all potential liabilities imposed on it in these Conditions as well as possible legal liability for negligence and shall produce such policy of insurance to the Organiser upon request. For details, please refer to “**Rules & Regulations**”

D. Other Issues

1. The Organiser will make an announcement on the above special arrangements through the fair website, social media and send the announcement to the mass media, as appropriate. Exhibitors may call the HKTDC customer service hotline, at (852) 1830668, should they have any question concerning the above arrangements.

2. Implementation of the above special arrangements may be adjusted at the time, depending on the actual conditions. The Organiser will announce the changes, if any, as soon as possible.

通告 9： 熱帶氣旋及黑色暴雨警告信號及「極端情況」下之特別安排

敬請各參展商留意，以下是熱帶氣旋襲港或黑色暴雨警告信號或「極端情況」下，主辦機構對香港貿發局香港國際醫療及保健展之開放時間所作出的特別安排。

甲、 熱帶氣旋警告信號下之特別安排

(一) 進館日、撤館日

1. 如八號預警或八號（或以上）熱帶氣旋警告信號於進館日及/或撤館日發出，進館及撤館程序將在情況許可下繼續進行。

(二) 展覽會開放前

1. 如八號預警於**上午8時30分前發出**，展覽會將暫時關閉。在罕有情況下，如八號（或以上）熱帶氣旋警告信號在未有發出預警下於上午8時30分前懸掛，展覽會同樣暫時關閉。

2. 如八號熱帶氣旋警告信號於下午2時或之前取消，展覽會將會在八號熱帶氣旋警告信號取消兩小時後重開予參觀人士。在情況許可下，參展商可以在八號熱帶氣旋警告信號取消一小時後進入會場準備。請各參展商於展覽會重開前盡快返回工作崗位。

3. 若八號熱帶氣旋警告信號於下午2時後取消，展覽會將繼續關閉。

(三) 展覽會進行期間

1. 當香港天文台發出八號預警提醒公眾八號熱帶氣旋警告信號將於展覽會進行期間懸掛，主辦機構將立刻作出廣播，宣布展覽會將於信號生效前兩小時內關閉，並請現場參展商及參觀人士盡快離開會場。
2. 在罕有情況下，如八號（或以上）熱帶氣旋警告信號在未有發出預警下懸掛，主辦機構將立刻作出廣播，宣布展覽會即時關閉，並請現場參展商及參觀人士立即離開會場。

乙、黑色暴雨警告信號或「極端情況」下之特別安排

(一) 進館日、撤館日

1. 如黑色暴雨警告信號或「極端情況」於進館日及/或撤館日發出，進館及撤館程序將在情況許可下繼續進行。

(二) 展覽會開放前

1. 如黑色暴雨警告信號或「極端情況」於上午 8 時 30 分前發出，展覽會將暫時關閉。
2. 如黑色暴雨警告信號或「極端情況」於下午 2 時或之前取消，展覽會將會在黑色暴雨警告信號或「極端情況」取消兩小時後重開予參觀人士。在情況許可下，參展商可以在黑色暴雨警告信號取消一小時後進入會場準備。請各參展商於展覽會重開前盡快返回工作崗位。
3. 若黑色暴雨警告信號或「極端情況」於下午 2 時後取消，展覽會將繼續關閉。

(三) 展覽會進行期間

1. 如黑色暴雨警告信號或「極端情況」於展覽會進行期間發出，展覽會將繼續舉行，主辦機構將立刻作出廣播，呼籲在場參展商及參觀人士留在會場，直至到黑色暴雨警告信號或「極端情況」取消為止，以策安全。

△如因惡劣天氣引致「極端情況」，例如公共交通服務嚴重受阻、廣泛地區水浸、嚴重山泥傾瀉或大規模停電，政府會審視情況(包括公共運輸及其他範疇)，決定是否需要發出「極端情況」公布。

丙、保險

1. 就可能因疏忽而招致潛在的法律責任，敬請各參展商購買保險。

丁、其他注意事項

1. 主辦機構會透過展覽會網頁及社交媒體公布以上特別安排，並視乎情況向大眾媒體發送公告。參展商如有任何疑問，可致電香港貿發局客戶服務熱線查詢，電話：(852) 1830668。
2. 主辦機構可能因應現場實際情況而調整以上安排。如有任何改動，主辦機構會盡快公布有關細節。

Exhibitors' and Advertisers' Brief on the Protection of Intellectual Property Rights at TDC Exhibitions

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."

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.

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.

B. 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

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.

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.

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.

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: [\[http://tpwebapp.hktdc.com/fair/Multi_fairs/pdf/Copyright/2.pdf\]](http://tpwebapp.hktdc.com/fair/Multi_fairs/pdf/Copyright/2.pdf)

OR

Option 2: If the Complainant owns and provides its original evidence for all of the below items 4-6 as evidence, and provide information and evidence of all 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;
4. original copyright work (e.g. design drawings, sketches, etc) - **NOTE:** copies, including photocopies or computer copies will not be accepted;
5. original 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. original 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 all the above information and evidence in a standard-form checklist (which is available for download at [\[http://tpwebapp.hktdc.com/fair/Multi_fairs/pdf/Copyright/1.pdf\]](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
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.

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

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) 參展商在展覽中發布、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）為了於任何上述刊物、網站及/或展示物內（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，因為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》內條款及條件中的第 2 及 3 條。根據這些條款，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為知識產權被侵犯的投訴人，或是作為被投訴人。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有關、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. 參展商於本局展覽內展示或展覽的物品

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，而且被參展商在展覽內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內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，並不得在餘下展期內展示它們。
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。

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/或展示品內展示或發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。假如廣告商未能於時限內提出證據，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內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
 2. 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；

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內，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. 參展商及/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：

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| <ol style="list-style-type: none">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。 |
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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/pdf/Copyright/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 項的所有證據正本作舉證，以及提交下列所有資料及證據：

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. 版權作品的原作正本（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正本 – 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/物品之日期的證據正本（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

1. 有效的香港外觀設計註冊證書正本或核證副本，包括續期證書或續期證明 (**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況下，不時修改本須知內的任何內容（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準。