

Oct 2018 2018 年10 月

Eco Expo Asia 2018 (Green Mart Exhibitor Package) 國際環保博覽 2018 (綠色市集參展商須知)

Dear Exhibitors, 各位參展商:

Thank you for your participation in the **Eco Expo Asia 2018.** Please note that the following items will be included in your exhibitor package. The Exhibitors' Manual has also been uploaded to www.ecoexpoasia.com/ex/exhibitor-manual. If you have any questions, please feel free to contact our colleagues below.

感謝貴公司參加國際環保博覽 2018, 煩請檢查已領取的資料是否齊全。參展商亦可於

www.ecoexpoasia.com/ex/exhibitor-manual 下載「參展商手冊」電子版本。如有任何疑問,請與以下同事聯絡。

Thank you for your attention and wish you every success in the Fair. 預祝 展出成功!

Hong Kong Trade Development Council & Messe Frankfurt (HK) Ltd 香港貿易發展局及法蘭克福展覽(香港)有限公司 謹啟

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Hong Kong Trade Development Council 香港貿易發展局

* Venue: Hall 3 & 6, AsiaWorld-Expo, HongKong 地點: 香港亞洲國際博覽館 3 號及 6 號展館

Ref: Eco2018/ Green Mart



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Ref: Eco2018/ Green Mart



XX Circular (1) XX General Information for Green Mart

Opening Hour

28 October 2018 (Sunday) 10:00am - 5:00pm

Booth Decoration and Move-in & Out Time

Booth Decoration:28 October8:30am - 9:30amMove-in Exhibits:28 October8:30amMove-out Exhibits:28 October5:00pm - 6:00pm

Vehicle Permit

Two Vehicle Permits will be issued to each exhibitor for entering the loading/unloading area of AsiaWorld-Expo on 28 October. The permit must be displayed on the windscreen to facilitate inspection, and is only valid for use at the specified date and time indicated on the permit. The maximum loading/unloading time is 45 minutes.

Conditions

- 1. With an aim to alleviate traffic congestion due to high usage of loading/unloading facilities, according to the regulations of AsiaWorld-Expo, the free-of-charge loading/unloading time during the fair period is limited to 45 minutes
- 2. All vehicles must have an electric platform (tail lift) to unload the goods.
- 3. The Vehicle Pass is not transferable.
- 4. Photocopies and other copies of the Vehicle Pass are not valid.
- 5. AsiaWorld-Expo or an authorised person has the right to refuse entry of the vehicle with this Vehicle Pass without prior notice.
- 6. The Vehicle Pass is not suitable for parking purpose, and is not valid for private cars.
- 7. All drivers must stay inside the vehicles at all times.
- * The Vehicle Permit is valid for 7-seater Private Vehicle. Loading and unloading time limit for 7-seater Private Vehicle is 30 minutes. Goods vehicles (including 7-seater Private Vehicle are NOT allowed to enter the East & West Entrance.)

Exhibitor Badge

All exhibitors and their staff are strictly requested to display conspicuously the official badges at all times during move-in, move-out and throughout the entire exhibition period.

- Each Green Mart exhibiting company will receive 4 badges.
- Exhibitor badges are to be used by staff manning your stand. They should not be transferred to other parties.
- All duty staff must not be under 18 years of age.
- Exhibitor-badge-holders will be randomly checked at the hall entrance. Upon request, please present business card for verification.
- The use of photocopied and fake badges is illegal. Persons using such badges will be referred to the police.

<u>Reminder</u>

Please note that all transactions at the Green Mart will be in cash only and exhibitors should provide receipt to customers. Please also be reminded to avoid providing plastic bags or environmental friendly bags and reduce packaging. You may refer to "Circular 5 - Green Tips to Exhibitors" for further information.

Hong Kong Trade Development Council Messe Frankfurt (HK) Ltd



※※ 通告(1) ※※線色市集基本資料

開放時間

10月28日上午10時至下午5時攤

位布置、展品進場及離場

攤位布置: 10 月 28 日 上午 8 時 30 分 至 9 時 30 分
展品進場: 10 月 28 日 上午 8 時 30 分
展品離場: 10 月 28 日 下午 5 時至 6 時

車輛許可證

每間參展商均會獲發兩張車輛許可證,方便於 10 月28 日進入亞洲國際博覽館之裝卸區。此證必須貼於 貴公司所派貨車之擋風玻璃上,並只適用於許可證上指定之日期及時間。上落貨時限為 45 分鐘。

車輛許可證之使用守則

- 為有效紓緩當日貨物裝卸區交通緊張的情況,根據亞洲國際博覽館的規定,免費上落貨時限為45 分鐘。
- 2. 載貨車輛必須附有電動升降台(尾板)。
- 3. 此證不得轉讓他人使用。
- 4. 此證之影印副本及其他副本均一律無效。
- 5. 場館或授權人士可在沒有預先通知的情況下,拒絕持有此證之車輛進入。
- 6. 此證並非泊車證,亦不適用於私家車。
- 7. 司機必須留在車上。

<u>* 車輛許可證可供七人私家車使用,上落貨時限為 30 分鐘,載貨用途之車輛(包括七人私家車)嚴禁進東面及西</u> 面入口

<u>參展商工作證</u>參展商及其屬下負責看管攤位的職員在進場、離場和展覽會舉行期間,必須時刻佩戴 參展商工作證。

- 每名綠色市集的參展商會收到4個參展商工作證。
- 參展商工作證只適用於貴公司攤位內當值之工作人員, 不得轉讓予他人。
- 所有工作人員必須為 18 歲或以上。
- 當值工作人員應於參展期間佩帶參展商工作證。
- 本局人員有權向佩帶參展商工作證之人士進行抽樣查詢, 亦可能向其要求出示公司名片作證明。
- 使用偽證乃屬違法行為, 違者將交由警方處理。

<u>提示</u> 所有交易只限以現金進行,並必須附有現金單據。另外,請避免派發膠袋,環保袋及減少產品包裝。 詳情可 參閱"通告(5) - 參展商綠色小貼士" 。

香港貿易發展局

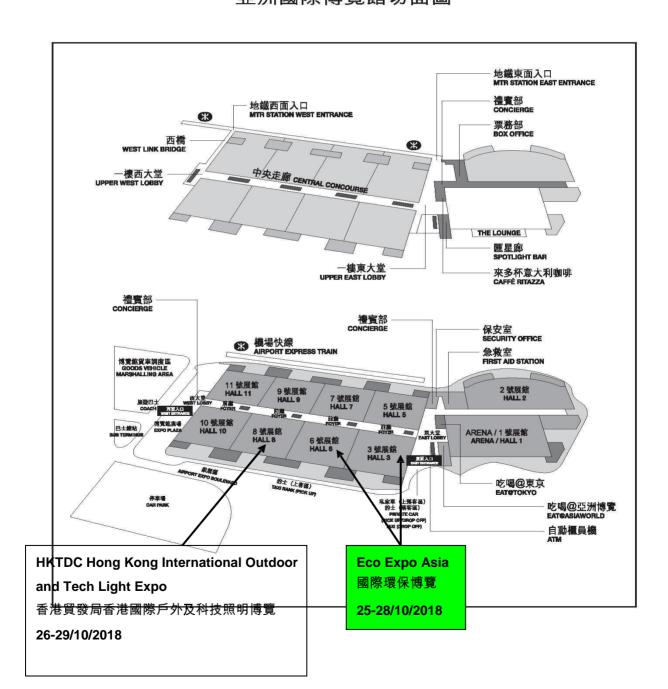
法蘭克福展覽(香港)有限公司



※※ Circular 通告(2)※※Location of Eco Expo Asia 2018國際環保博覽2018位置圖

Eco Expo Asia will be held from 25 – 28 Oct 2018 at **Hall 3 & 6, AsiaWorld-Expo** coincide with HKTDC Hong Kong International Outdoor and Tech Light Expo.

國際環保博覽將於 2018 年10 月25 日至28 日假亞洲國際博覽館 3 號及6 號展館舉行,與香港貿發局 香港國際戶外及科技照明博覽同場舉行。



Section Plan of AsiaWorld-Expo 亞洲國際博覽館切面圖



※※ Circular 通告(3) ※※ Important Exhibition Regulations 展覽會重要規則

1. Important Exhibition Regulations 展覽會重要規則

Sub-letting

You are strictly forbidden to sublet or otherwise share your Space or Stand to or with any third party. Any Exhibitor found to be in breach of this sub-letting prohibition will be asked to immediately remove all illegitimate third party business cards, materials and exhibits (promotional or otherwise) from its Space or Stand at its own expenses and will also be banned from taking part in all the Organisers trade fairs.

By way of clarification, an Exhibitor is ONLY permitted to:-

- (i) promote, distribute or display exhibits, printed matters or graphic materials bearing its name or distribute name cards of its own employees; and
- (ii) allow its own employees to solicit business for itself, at its Space or Stand.

An Exhibitor may also (i) promote, distribute or display exhibits, printed matters or graphic materials bearing the name of its wholly-owned subsidiary or any third party company having a formal agreement with itself appointing the Exhibitor as agent or distributor of that third party company or (ii) allow the employee of such subsidiary or third party company to solicit business for such subsidiary or third party company at its Space or Stand. Please however be reminded that you MUST first obtain the prior written permission from us by applying in writing to us at least 3 months before the commencement of the Exhibition if you wish to conduct the said activities for your subsidiary or any such third party company. We will expect to receive some form of documentation confirming the relationship between you and the relevant subsidiary or third party company before considering your application.

Our permission is given entirely at our sole and absolute discretion and our decision is final. Please note that any Exhibitor found to be conducting the above activities for your subsidiary or any third party company without having obtained our prior written permission will be treated as "sub-letting" in contravention of the sub-letting prohibition. Please nonetheless be reminded that any of the above activities can only take place in relation to products which fall into the same product category zone as stated in the booth confirmation letter of the Exhibition.

Display relevant exhibits

Exhibitors are reminded that they may only display exhibits which fall into the product category zone as stated in the booth confirmation letter of the Exhibition. If we find Exhibitors using less than 60% of their display area exhibiting the appropriate product under a designated product category zone, we have the right and will have no hesitation to ask the Exhibitor to immediately relocate and/or terminate its participation in the Exhibition, without any recourse on our part.

We would like to thank you in advance for your cooperation and understanding in complying with these particular rules which have been brought to your special attention. These rules exist in order to keep a fair and profitable business environment for all participants in the Exhibition.

<u>分租</u> 參展商一律嚴禁將展覽攤位分租予第三者或/與以任何其他方式與第三者共用。如有違者,主辦機構會著令 有關參 展商即時將所有有關第三者之名片、展品及物品(宣傳性質或其他)遷離展覽攤位,費用由該參展商自付, 該參 展商亦會被禁止參加主辦機構舉辦的所有展覽活動。

主辦機構明確規定,參展商只可在其展覽攤位內進行以下活動:

- (i) 推廣、派發或展出附有參展商名稱之展品、印刷品或圖像宣傳資料,或派發其僱員的名片。
- (ii) 容許其僱員招攬生意。



參展商亦可在其展覽攤位內(i)推廣、派發或展出印有其全資附屬公司,或與之訂有代理或分銷協議的公司名稱的名 片、展品、印刷品或圖像宣傳資料;或(ii)容許其全資附屬公司,或與之訂有代理或分銷協議的公司的僱員招攬生 意。惟參展商必須緊記,假若參展商有意為其附屬公司或上述第三者公司進行上述活動,參展商必須於展覽會舉 行前最少三個月,以書面形式向主辦機構提出申請事先書面許可,並須提交有關文件,證明參展商與有關附屬公 司或第三者公司的關係。

主辦機構有唯一及絕對酌情權決定是否批准有關申請,其他人不得異議。如未經主辦機構事先書面許可,參展商 不得擅自為其附屬公司或任何第三者公司進行上述活動,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,必須與展覽會攤位確認信所述的產品類別展區相符。

<u>展品類別</u> 參展商展示的產品,必須與展覽會攤位確認信所述的產品類別展區相符。假若主辦機構發現有參展商 用於展示指 定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,或終止其參展權,參 展商並無追索 權。以上規則旨在為所有參展商提供一個公平有利的展覽環境,各參展商須遵守,多謝合作。

2. Immigration Regulations to be Observed and Followed by Exhibitors 參展商須遵守的入境規例

1) Exhibitors from outside Hona Kona

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) Hona Kona 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 the Organisers.

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

3) <u>香港參展商</u>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,歡迎聯 絡主 辦機構。

3. Conducting of Sales/Public Auctions 銷售規定/公開拍賣

Goods offered for sale at the fair shall

- (a) be of merchantable quality;
- (b) be fit for any and all purposes for which they are generally used;
- (c) be free from any defect; and
- (d) correspond with the sample, if any, in quality.

In setting prices for the goods, exhibitors should use reasonable efforts to do so with reference to the market retail prices in Hong Kong of comparable goods so as to ensure that the prices are and will be reasonable with reference to such market retail prices. Any transaction taken place during the exhibition should attach with invoice/receipt. One copy should be given for customer and the other copy should be kept with exhibitors. Public auctions of any kind shall not be permitted at the exhibition venue under any circumstances.

凡在會場發售的物品,必須符合下列規定:

- (a) 品質達到適合銷售的水準;
- (b) 適合任何及全部指定的一般用途;
- (c) 沒有任何問題或毛病;及
- (d) 品質與陳列的樣本相符。

在訂定售價時,參展商應盡量參考本港市面同類貨品的零售價,務求訂價合理。參展商透過是次展覽或即場進行 零售及其他交易時,必須附有現金單據、憑單及/或書面收據一式兩份,一份即時發給顧客,另一份則由參展商保 存,以資證明。在展覽場館內,一律嚴禁進行任何形式的公開拍賣。

Caution on Third Party Promotional Offers from Fair Guide/Expo Guide/Event Fair/AVRON/International Fairs Directory 請小心處理由第三者(Fair Guide/Expo Guide/Event Fair/ AVRON/International Fairs Directory)提供之 推廣優惠

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

UFI, an international organization which represents the interests of the exhibition industry worldwide has been warning the exhibition industry to be vigilant against Fair Guide, Expo Guide, Construct Data, Commercial Online Manuals and other similar guides and organisations such as Event Fair, AVRON and International Fairs Directory. UFI has also reported that debt collection agencies work in partnership with these guides to intimidate exhibitors for payment. The practice of Construct Data has been considered as unconscionable and misleading by the Austrian Protective Association. Recent information suggests that Construct Data & Event Fair have shifted its operation from Austria to Mexico and/or Slovakia. It should be noted that the contents and wording of Fair Guide's and Expo Guide's letter and order form are virtually identical. It is possible that Construct Data, Commercial Online Manuals, Event Fair, AVRON and International Fairs Directory are related companies or are



in some way connected. You should therefore exercise due diligence and care when being approached for such invitations so as to avoid possible unwarranted and/or unnecessary financial commitments.

In order to protect your own interests, you are urged to read the contracts (including the small print) and attachments carefully, as well as seeking legal advice, before signing any such documents. The HKTDC does not recommend that you sign any materials that you receive from Construct Data, and/or Commercial Online Manuals and/or Event Fair, and/or AVRON, and/or International Fairs Directory. If you have mistakenly entered into contract with Construct Data and/or Commercial Online Manuals and/or Event Fair and/or AVRON, and/or Commercial Online Manuals and/or Event Fair and/or AVRON, and/or International Fairs Directory. If you have mistakenly entered into contract with Construct Data and/or Commercial Online Manuals and/or Event Fair and/or AVRON, and/or Event Fair and/or AVRON, and/or International Fairs Directory 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, AVRON and International Fairs Directory, please visit http://www.ufi.org/industry-resources/warning-construct-data/

主辦機構獲悉參展商曾接獲 Fair Guide(由 Construct Data 所擁有)的邀請,在其指南中刊登名錄,費用由參展 商 負責。主辦機構最近發現另外多家公司,包括 Expo Guide(由 Commercial Online Manuals S de RL de CV ("Commercial Online Manuals")所擁有), Event Fair、AVRON 和 International Fairs Directory 亦向參展商發出 類似信件,邀請參展商更新或更正他們於其指南中之資料作爲免費刊登名錄。主辦機構特此澄清及重申: Fair Guide 或 Expo Guide 或 Event Fair 或 AVRON 或 International Fairs Directory 一概與主辦機構或本局的任何展覽完 全無關。

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

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

本局並不建議閣下簽署任何從 Construct Data 及/或 Commercial Online Manuals 及/或 Event Fair 及/或 AVRON 及/或 International Fairs Directory 收到之文件。如閣下在錯誤情況下與 Construct Data 及/或 Commercial Online Manual 及/或 Event Fair 及/或 AVRON 及/或 International Fairs Directory 訂立合約,閣下應以書面通知 Construct Data 及/或 Commercial Online Manuals 及/或Event Fair 及/或AVRON 及/或International Fairs Directory 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/。

5. Trolley Rental Service NOT Available 展覽會不設租用手推車服務

Trolley rental service will NOT be available for exhibitors at the Fair. Exhibitors are advised to make your own arrangement in advance should you need to use any trolley in the Fair.

參展商請特別留意,展覽會將<u>不設租</u>用手推車服務。參展商如需要使用手推車,請自行安排。



6. Internet Access at the Fair 展覽會連線上網安排

To ensure smooth Internet access during the fair period for business usage that requires stable connection (such as website demonstration, download of multimedia files, remote access to company server, etc.) throughout the Fair, exhibitors are advised to order a dedicated Broadband Line inside your booth, instead of relying on the Wireless LAN service provided by AsiaWorld-Expo (Please refer to FORM 5 in the "Order Forms").

All exhibitors are kindly reminded that the free Wireless LAN service operated by AsiaWorld-Expo intends only for light and causal usage by a limited number of users simultaneously. The wireless connection may fail or become slow and/or unstable during the fair period, and will disconnect if the connection is idle for over 10 minutes. If you encounter any problem with the Wireless LAN service onsite, please contact the service hotline at 3606 8000

如 貴公司在展覽會期間需要穩定流暢之網路連線作商務洽談用途(如網頁示範、檔案下載或遠程連接電腦伺服器 等),主辦機構強烈建議閣下訂購一條獨立的寬頻上網線路以便在展位中使用,避免依賴亞洲國際博覽館提供之無 線上網服務 (申請程序請見「申請表格」內的表格 5)。

各參展商亦必須注意博覽館提供之免費無線上網服務只能為有限的使用者提供輕量及臨時的上網用途。因此在展 覽會期間網路可能出現連線失敗,不穩定或緩慢等情況,且若連線後停止瀏覽網頁超過10分鐘,無線上網服務亦 會自行中止。如閣下在展覽會期間遇有無線網路覆蓋及使用方法的問題或需要協助,請致電熱線36068000。

7. Food Laws of Hong Kong 香港的食物法例

1) Food Laws of Hong Kong 香港的食物法例

The Food and Environmental Hygiene Department (FEHD) of the Government of the Hong Kong Special Administrative Region (HKSAR) have set forth very strict rules and regulations relating to sale of food in Hong Kong. Any food, whether imported or locally produced, intended for sale in Hong Kong shall comply with the local food laws. The full text of the Public Health and Municipal Services Ordinance and its subsidiary legislations can be downloaded at http://www.legislation.gov.hk/index.htm.

香港特別行政區政府的食物環境衛生署("食環署")對於在香港銷售的食品訂有嚴格的規例。任何在香港售賣的食品,不論是從外地進口或在本地製造,均須遵守香港有關食物的法律。香港法律第 132 章《公眾衛生及市政條例》 及其附屬規例的全文可於網頁 http://www.legislation.gov.hk/index.htm 下載。

2) Food Safety Ordinance (Cap. 612) 食物安全條例 (香港法律第 612 章)

The Food Safety Ordinance came into effect on 1 August, 2011 and the grace period for its enforcement expired on 29 January 2012. The Ordinance introduces a tracing mechanism for food safety in Hong Kong, which comprises a registration scheme for food importers and distributors and a record-keeping scheme prescribed for all food importers and distributors in relation to movement of food. The full text of the Ordinance can be downloaded at http://www.legislation.gov.hk/index.htm and Guidelines on the operation of the Ordinance issued by the Centre for Food Safety can be downloaded at http://www.cfs.gov.hk. Exhibitors must comply with all these laws and regulations relating to food.

《食物安全條例》自 2011 年8 月1 日生效,其強制執行的寬容期已於 2012 年1 月29 日結束。 該條例為加強香港之 食物安全實行新的食物溯源措施,包括設立食物進口商和分銷商登記制度,以及規定食物商必須備存食物進出紀 錄。香港法律第 612 章《食物安全條例》的全文可於網頁 http://www.legislation.gov.hk/index.htm 下載。食物安全中 心有關執行上述條例的指引可於網頁 http://www.cfs.gov.hk 下載。參展商必須遵守上述法例和規例內所有有關食物的 規定。



3) Summary on Food Related Regulations 食物規例概覽

The following is a summary of some of the regulations and conditions for Exhibitors' compliance:

a. Selling and Dispensing Food or Beverages

The Organisers recommend exhibitor to seal the food or beverages properly before selling onsite. For all on-site retail sales, exhibitors should offer proper receipts to consumers. The receipts should clearly indicate the company name of the exhibitor, the transaction date and amount. All exhibitors should note that no elaborate food preparation processes are allowed at the fairground. Exhibitors are NOT allowed to cook or reheat any food items for sale. [For inquiries, please contact FEHD at: (852) 2868 0000 or http://www.fehd.gov.hk/english/licensing/index.htm]

- b. Fire Regulation No open fire is allowed at the fairground for any purpose
- c. Food Labeling

All pre-packaged food and beverages exhibited or offered at the Eco Expo Asia (except from exempted items) must comply with the Food and Drug (Composition and Labeling) Regulations of the Public Health and Municipal Services Ordinance (Cap.132) to have the prescribed label written in Chinese, English or both. [For inquiries, please contact Food Surveillance and Labeling Unit of FEHD at (852) 2868 0000 or http://www.fehd.gov.hk.]

參展商必須遵守的一些規例和條件現摘要如下:

- a. 售賣及派發食品或飲料 主辦機構建議參展商將現場售賣之食品或飲料密封包裝。所有現場零售交易參展商必須 向消費者提供有效之 收據。收據上需列明參展商公司名稱,交易日期及金額。 參展商需注意展場內不得進行 加工程序。參展商不得於攤位內煮熟或加熱任何食品以作零售用途 參展商不 得於展場內烹調食品。 [查詢:食環署電話 (852) 2868 0000 或網址 http://www.fehd.gov.hk/tc_chi/licensing/index.htm]
- b. 防火規例 在任何情況下, 會場內皆不得生火。
- c. 食物標籤

根據香港法例第 132 章《公眾衛生及市政條例》中《食物及藥物(成分組合及標籤)規例》的規定,所有於 國際環保博覽內展示或提供的預先包裝食品及飲品(獲豁免的食品例外)須附有適當標籤。食物標籤須以中文或 英文或中英兩種語文印製。[查詢:食環署食物監察及標籤小組 - 電話 (852) 2868-0000或網址 http://www.fehd.gov.hk/。]

Hong Kong Trade Development Council 香港貿易發展局 Messe Frankfurt (HK) Ltd 法蘭克福展覽(香港)有限公司



Security Measures Against Thefts and Losses at the Fair

The Orgainiser endeavours to strengthen the security measures against potential thefts and losses at the fairground. While exhibitors are reminded to remain vigilant at all times, the Organiser will also enforce the following security measures to achieve the same goal.

Do not leave any valuable exhibits in your booth

Do not leave any valuable exhibits in your booth or at the temporary storage area. The Organiser undertakes no legal or financial responsibility on any risk/damage/loss occurred during storage.

Manning of Booth

Please ensure that your stand is manned at all times by alert staff. Never leave property unattended, even for a few seconds. Shoplifters come in many guises and you have to be on your guard at all times. They work in many ways but most of the time relies on working quickly using a moment's inattention to allow them to slip something into their pocket or open bag. The biggest deterrent to shoplifters is simply being seen. Alert staff is a big help. Brief your duty staff on the importance of security precautions and make sure that they have view of the whole stand and that there are no blind spots.

Emergency/Suspicion Crime Reporting Procedure

Only cases reported to the Organiser will be handled officially. In the event of any emergency and suspicion happens, please keep calm and immediately report to the Organiser.

The above measures are designed to enhance security against thefts and losses, but are by no means guaranteed. On top of being vigilant at all times, exhibitors are also responsible for covering their valuable exhibits with sufficient insurance.

※※ 通告(4) ※※ 有關防止 現金或展品遺失及盜竊的保安措施

大會一向不遺餘力改善保安措施,以防止各參展商的現金或展品遺失或遭盜竊。各參展商在展覽期間應提高警覺, 以保 障閣下的財物安全,而大會亦會作出下列的保安預防措施及建議:

切勿將現金或貴重展品留於攤位內 參展商切勿將現金或貴重展品留於攤位/臨時倉庫內。存放於攤位/臨時倉庫內 的現金或展品如遇遺失或損壞,大會 不會負上任何法律或財務上責任。

專人看管攤位

參展商必須確保攤位時刻均有職員嚴密看管,切勿掉以輕心。偶一不慎,可能會招致財物損失。扒手擅於喬裝掩飾, 形 象千變萬化,手法層出不窮,往往乘人一時不備,即把獵物放進衣袋或手提袋,故須時刻提高警覺。只要有人在場 看守,就可收取最佳阻嚇作用。因此,若職員能提高警覺,嚴加防範,定會大有幫助。參展商必須告知當值職員, 保安工 作首重預防;並須確保他們能兼顧攤位的每一角落,務求沒有盲點存在。

緊急罪案報告

遇有緊急事件或可疑人物,參展商應立刻通知駐守在主辦機構辦事處之當值職員及巡邏之保安人員求助。只有即時 直 接向主辦機構匯報之事件才可獲正式處理。

為更有效及全面地防止現金或展品遺失或遭盜竊,除以上的保安措施外,最終還須要閣下的合作及提高警覺。各參 展 商亦應替其展品投購保險,以減低展品遺失或遭盜竊之損失。



XX Circular (5) XX Green Tips to Exhibitors

To make Eco Expo Asia a greener trade fair, the following green tips are suggested for your participation at Eco Expo Asia.

Booth construction and set up

- To avoid excessive decorations
- To use natural decorative materials e.g. green plants
- To use energy saving light bulbs or LED lights
- To use fewer electrical appliances or instruments
- To avoid energy-intensive appliances
- To avoid transport and bring in excessive display materials
- To maximize the usage of reusable panels, cabinets, signage boards and recyclable carpet
- To adopt environmental friendly construction materials e.g. low VOC paints, FSC-certified wooden products and other wooden products with E0 or E1 formaldehyde standards
- To adopt re-usable exhibits

Booth Operation

- To arrive the fairground by public transports or shuttle bus provided by the Organisers
- To use e-brochure or e-catalogues and minimize the distribution of printed matters (e.g. catalogues, brochures)
- To avoid providing plastic bags or environmental friendly bags and reduce packaging, if used, make a charity donation
- To reduce souvenirs or choose souvenirs with a practical use
- To switch off all appliances or instruments consuming energy when not in use
- To place recycling bins in booths and practice waste separation

Post-event Management

- To take back materials for next use
- To record leftover materials and avoid them next year
- To separate recyclable wastes and dispose of recyclable waste at recycle bins
- To minimize posting printed matters to interested buyers

Hong Kong Trade Development Council Messe Frankfurt (HK) Ltd



※※ 通告(5) ※※參展商綠色小貼士

為支持國際環保博覽成為綠色展覽,在參與國際環保博覽同時,請參考下列綠色小貼士。

展位建築及佈置

- 避免使用過量佈置或裝飾品
- 盡量使用天然佈置材料,如植物
- 盡量使用節能照明產品,如節能燈泡及發光二極管照明等
- 減少使用電器或電動儀器
- 避免使用高耗能的電器
- 避免運送過量展品至會場展示
- 盡量使用可再用物料,如可再用圍版、儲物櫃、展示版及地毯
- 使用環保建築物料搭建展位,如含低揮發性有機化合物成份的漆油、獲森林管理委員會認證的木製產 品或低甲醛釋放量,如 E0 及 E1 級標準的物料
- 盡量使用可重複使用的展品

展覽運作

- 乘坐公共交通工具或主辦機構提供的穿梭巴士來往展覽會場
- 盡量使用電子小冊子或電子單張作宣傳及推廣,以減少派發印刷宣傳品
- 避免派發膠袋,環保袋及減少產品包裝,如需使用,建議可向非牟利環保機構捐款,從另一層面支持各種環 保工作的推行
- 盡量減少派發紀念品或選擇派發實用性的紀念品
- 於每日展覽結束時關掉所有展位內的電器或電動儀器
- 將垃圾分類並放進回收箱

展後安排

- 帶走剩餘物資於下一次活動使用
- 將剩餘的物資及展品作記錄,避免來年再運送過量展品
- 將可循環再用的廢物棄置會場內的回收箱
- 盡量減少郵寄印刷宣傳品予有興趣買家

香港貿易發展局 法蘭克福展覽(香港)有限公司



※※ Circular 通告(6) ※※ Attention to All Exhibitors 參展商請注意

<u>Electricity Supply</u> 電力供應

×	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 exceeds the power supply limit. HKD50 will be charged for each fuse re-installation . <i>No multi-plug or extension cord are allowed to be connected to the socket</i> . HKTDC reserves the right to suspend the electricity supply until the problem is rectified by the exhibitor concerned.
	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。
Earth Na Complying Standord en noge Radd William Rest. All Unit Rest. All	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). 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)。
	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. 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。

Fair System & Furniture 攤位結構及傢俱

	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. 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。
A LI LINE	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. 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。 For safety reasons, standing on the table, chairs, cabinet tops or showcase tops, etc. are strictly prohibited. 基於安全理由, 嚴禁站立在桌子、椅子、地櫃或展示櫃等上。

The exhibitor is recommended to take out insurance policies to cover itself against all potential liabilities. The exhibitor shall be solely responsible for death, injury, damages or any consequences in relation to the violation of any of the above guidelines. 建議參展商須就可能對其構成的所有潛在責任購買保險. 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

建議參展商須就可能對其構成的所有潛在責任購買保險. 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。



<u>Free Exhibits Storage Service 免費儲存服務</u>

In order to provide better service to our valued exhibitors, the organisers are providing Exhibits Storage Service for Green Mart exhibitors. This service is free of charge but you need to pre-register in advance by filling this Reply Form and send it back to us on or before <u>12 October 2018</u>. Please note <u>NO on-site request will be entertained</u>.

為向各參展商提供更完善服務,主辦機構將為綠色市集的參展商提供免費展品儲存服務 展品儲存服務完全免費, 參 唯展商必須<u>預先登記</u>。請填妥以下回條並於 <u>2018 年10 月12 日前</u>電郵回本局。請注意:<u>所有現場申請將不會受</u> 理。

REPLY SLIP 回條

Email 電郵: <u>kiki.sk.tam@hktdc.org</u> Fax 傳真: 3543 8725

Our company * require / does not require the exhibit storage service. (* Delete where appropriate)

本公司* 有意 / 無意申請使用展品儲存服務。(*刪取不適用)

CONDITION:

Our Company agree to adhere to the rules & regulations of the limited free storage service and would place our goods within the allotted pallets at the designated storage area. As the temporary storage service at the Eco Expo Asia 2018 is freely provided, our company acknowledge that the Organiser and the exhibition venue operators' employees or representatives, etc. have no liability for any loss, theft, damage or destruction (through negligence or otherwise) of all property placed therein and that the parties before named are neither insurers or indemnifiers of any loss. None of the foregoing provisions shall, however, limit the liability of any individual who may be personally guilty of theft, wilful damage or destruction of our property. Our Company will not place any exhibits outside the assigned booth.

條款:本公司明白基於主辦機構在國際環保博覽中的展品儲存服務屬免費提供,本人接受並同意主辦機構、展覽 場地及其所有辦事處、職員等其他代表,將不會就所有寄存物資因遺失、盜竊、疏忽而導致的損失或損毀負上任 何責任及作出賠償。(以上條款只供參考,並以英文版本為準。)

Company Name 公司名稱:		
Contact Person 聯絡人:	Booth No.展台编號.:	
Company Tel 公司電話 <u>:</u>	Mobile No.手提電話:	
No. of Boxes 展品件數:	Estimated Size 預計體積:	CBM 立方米
Signature 簽名:	Date 日期:	

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

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

In this respect, the attention of all exhibitors ("**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 Organiser and/or the latter's agents, representatives, contractors or employees of such third party's rights.

The Exhibitor agrees that it shall comply with any "Exhibitors' Brief on the Protection of Intellectual Property Rights at TDC Exhibitions" (**"Exhibitors' Brief"**) that the Organizer may issue from time to time, including abiding by any complaint procedures and penalties stated in the Exhibitors' Brief, whether as a Complainant of infringement of intellectual property right or as a party subject to any such complaint. If the Exhibitor fails or refuses to abide by any of the terms and conditions of the Exhibitors' Brief, the Organizer shall have the 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 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.

If a complainant ("**Complainant**") files a complaint with the Organizer in accordance with the Exhibitors' Brief and requests the Organizer to take action against an Exhibitor, 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 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 Complainant further agrees 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 such complaint and the alleged infringement of intellectual property rights.

Procedures

- 1. If you have any complaint involving infringement of your intellectual property rights, this should be reported to the Fair Management Office, where it will be handled by HKTDC Fair Officials and the on-call Fair Legal Advisor engaged by HKTDC (the "Fair Legal Advisor"). The Fair Legal Advisor will be on-call during the opening hours of HKTDC's trade fairs and will attend the HKTDC's office within a reasonable time upon notification by the HKTDC to handle any complaint filed in accordance with the Exhibitor's Brief.
- 2. If you receive a complaint at your booth, you should refer the Complainant to the Fair Management Office.
- 3. Both the documents attached to the Exhibitors' Brief and the Legal Advisors on site will specify the kind of documents and other evidence necessary to support a complaint.
- 4. If the Legal Advisor is 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 Fair Legal Advisor will also visit the HKTDC's website (www.hktdc.com) to check whether the product or any material in dispute is displayed on the said website. If so, the HKTDC has the sole and absolute discretion to disable the link or otherwise take down / remove the disputed product or material from the Organizer's website in accordance with the HKTDC's *Terms & Conditions for Printed Advertisement & Online Promotion* without further notice.
- 6. As Fair Organizer, 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 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's 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, affiliated and/or subsidiary companies from any or all future TDC exhibitions.

Penalties

An Exhibitor 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 in TDC exhibitions if:

- a. after TDC has received and accepted a complaint against the Exhibitor, the Exhibitor fails or refuses to:
 - allow TDC to immediately take 3 photographs of the product or material in dispute;

- sign an undertaking immediately in favour of TDC in a form provided by TDC, indicating its decision whether to remove or continue to display the product or material in dispute; OR

- b. if the Exhibitor refuses to remove from display the product or material in dispute and a legal action brought against the Exhibitor in relation to the display of the product or material in dispute is upheld by a Court in Hong Kong, notwithstanding that the Exhibitor has signed an undertaking in favour of 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, 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 right of participation for the rest of the Fair period without refund of any participation fee already paid by the Exhibitor; OR
- d. there are two or more court rulings from a Court in Hong Kong against the Exhibitor confirming its infringement of intellectual property rights of any Complainant(s) during two consecutive fair periods, notwithstanding that the Exhibitor has cooperated with TDC during the Fairs by removing the disputed product or material from display; OR
- e. within two consecutive fair periods there are four or more valid complaints filed against the same exhibitor and which have been accepted by the 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. the Exhibitor is accused or convicted of any criminal offence relating to infringement of intellectual property rights or violation of intellectual property-related laws and regulations.

Penalties for intellectual property-related criminal offences

Copyright Ordinance (Chapter 528 the Laws of Hong Kong)

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

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

Under the Trade Descriptions Ordinance, any person who:-

- (i) applies a false trade description to any goods, 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) - 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;
- <u>original</u> copyright work (e.g. design drawings, sketches, etc) NOTE: copies, including photocopies or computer copies will <u>not</u> 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. <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
 - Original or certified copy of a valid Certificate of Registration of Trade Mark in <u>Hong</u> <u>Kong</u> including any renewal certificates or proof of renewal (NOTE: foreign registrations will <u>not</u> be accepted).

C. Registered Design

- 1. Original or certified copy of a valid Certificate of Registration of Design in <u>Hong Kong</u> including any renewal certificates or proof of renewal (**NOTE**: foreign registrations will <u>not</u> be accepted).
- D. Patent
- 1. Original or certified copy of a valid Certificate of Grant of Patent in <u>Hong Kong</u> including any renewal certificates or proof of renewal (**NOTE**: foreign registrations will <u>not</u> be accepted); and
- 2. A written opinion from the complainant's Hong Kong patent agent or legal advisor that the Hong Kong patent is valid and infringed by the display of the Exhibitor's product or material in dispute during the Fair with clear and specific reference to the alleged infringing product in question.

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

附件-

香港貿易發展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」、「主辦機構」) 是專責促進香港對外貿易的法定機構,對於推動 原創設計以及保護知識產權不遺餘力。

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

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

茲促請所有參展商 (「參展商」),必須遵守貿易發展局展覽會參展規則第 43 項有關參展商權利與責任的 條款,內容如下:

參展商保證展品及產品包裝,以及宣傳品或攤位的任何展示部分,在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。

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

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

處理投訴程序

- 假若閣下欲提出有關侵犯閣下知識產權的投訴,請向主辦機構辦事處報告,本局的負責人員以及 候命的法律顧問(「法律顧問」)將會處理有關投訴。法律顧問將於展覽會開放期間候命,如投訴人 /參展商根據參展商須知向本局作出侵權投訴,法律顧問將於收到本局有關通知後的合理時間內抵 達主辦機構辨事處協助處理有關投訴。
- 2. 假若閣下在攤位被人指控侵權,應轉介有關投訴到主辦機構辦事處提出投訴。
- 3. 隨附《參展商須知》的資料文件以及法律顧問,均會指明侵權投訴所需的文件及其他證據。
- 6. 假若法律顧問根據投訴人提供之文件,認為投訴人之知識產權有效,而且被有關參展商之展品或物品侵權,本局負責人員會前往涉嫌侵權參展商攤位處理該投訴。
- 5. 法**审問协會檢查有關均兼受權展品或任何具爭執的協局否於本局的網站** (www.hktdc.com) 上顯示。若有該等發現,本局有全權絕對酌情決定權根據本局之網上推廣條款 及條件 停止顯示涉嫌侵權的產品之連結或以其他方式從本局的網站取下/刪除涉嫌侵權的展品以 及其有關物品,恕不作另行通知。
- 6. 本局作為主辦機構,有權即時為涉嫌侵權展品或任何具爭議的物品拍照最少三張。
- 7. 除非有關參展商能提出使法律顧問認為滿意的證據顯示其有權經營該等涉嫌侵權的展品或物品, 否則會被要求立即收回有關產品或物品以及不得在展覽會舉行期間經營所涉產品, 同時須立即簽 字作出承諾,而承諾書副本及一張相片則會交予被投訴人及有關參展商。本局會保留一份承諾書 副本及一張相片作為紀錄。
- 8. 假若本局獲悉有參展商因涉嫌侵犯版權及/或商標而被香港海關調查,本局將要求該參展商立即收回所涉產品或物品。
- 9. 假若有關參展商拒絕合作或違反上述第6及/或第7及/或第8項條款,本局有權利及權力,按其唯一 及絕對之酌情權,禁止該等參展商及其任何代表、母公司、有聯繫人士、相關聯公司及/或附屬公司 參加本局以後舉辦的任何或所有展覽會的權利。
- 10. 本局職員會定期到法律顧問認為涉嫌侵權的攤位視察,以確保有關參展商不再展示或經營 所涉產品 或物品。假若發現參展商違反承諾,本局有權利及權力,按其唯一及絕對酌情權,即時取消該等參 展商及其任何代表、母公司、有聯繫公司、相關聯公司及/或附屬公司的 參展資格,毋須退還已收 取的參展費,並禁止其及其任何代表、母公司、有聯繫公司、相 關聯公司及/或附屬公司參加本局以 後舉辦的任何或所有展覽會。

侵權處罰

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

- 1. 在本局受理的侵權投訴中,涉嫌侵權的參展商沒有或拒絕:
- 立即讓本局職員為涉嫌侵權的產品或物品拍三張照片;或
- 應本局要求立即簽署本局提供的承諾書,註明是否願意收回或是決定繼續展示有關展品或物品。
- 2. 參展商雖然應本局要求簽署承諾書及讓本局職員為涉嫌侵權的展品或物品拍照,但拒絕收回涉嫌 侵權的展品或物品,及有關展品或物品其後被香港法庭裁定侵權。
- 參展商雖然立即收回涉嫌侵權的展品或物品,並簽字承諾在展覽會舉行期間不再展示或經營所涉 產品,但其後被發現違反承諾。在此情況下,本局有權即時取消有關參展商的參展資格,同時毋 須退還已收取的參展費。
- 參展商雖然在展覽會舉行期間與本局合作收回涉嫌侵權的展品或物品,但遭香港法庭最少兩度裁 定在連續兩屆展覽期中侵權。
- 5. 參展商在連續兩屆展覽會中,被超過一名投訴人就不同的知識產權或被同一名投訴人就不同產品 或物品的權利作出四宗或以上的侵權投訴,而該等投訴均為駐場法律顧問所接納。
- 6. 參展商被控或被判觸犯任何有關侵犯知識產權或違反知識產權有關法律或法規之罪行。

有關知識產權刑事罪行之刑罰

<u>版權條例 (香港法例第 528 章)</u> 任何人製造或處理侵犯版權之物品即屬犯罪。版權條例已詳細列明可構 成該等刑事罪行之各 類行為。任何干犯有關罪行之人士可就每份侵犯版權複製品被處罰款港幣五萬 元及監禁四年 或處罰款港幣五十萬元及監禁八年,視乎有關行為之性質而訂。

<u>商品說明條例 (香港法例第 362 章)</u>

根據商品說明條例,任何人士:

(i) 將虛假商品說明應用於任何貨品或應用於向消費者提供或要約提供的服務;

(ii) 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

(iii) 管有任何已應用虛假商品說明的貨品作售賣或任何商業或製造用途, 即屬犯罪。

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

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、構成餌誘式廣告宣傳的營業行為、構成先誘後轉銷售行為的營業行為、或構成 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:

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

證明知識產權的存在及擁有權的所需文件

A. 版權

途徑1:版權作品的版權擁有人根據香港法例第528章《版權條例》第121條所作出證明其版權的存 在及擁有權之誓章-誓章之樣本可於以下網頁下載,以供參考: [http://tpwebapp.hktdc.com/fair/Multi_fairs/pdf/Copyright/2.pdf]

或

途徑 2: 若投訴人為版權擁有人並能提供下列第 4-6 項證據的<u>正本</u>作舉證,投訴人需提交下列<u>所有</u>的資料及證據:

- 1. 作品的首次創作或首次出版的日期和地點;
- 2. 作品的作者名稱;
- 3. 作品的擁有者名稱;
- 版權作品的<u>原作正本</u>,例如設計圖樣及草圖等-註:任何副本,包括影印本或電腦印列本,均<u>不</u> 接受;
- 5. 作品擁有權證明的<u>正本</u>。倘若有關作品的作者是投訴人的僱員,則須提供僱聘合約; 或倘若有關 作品的作者並非投訴人或投訴人的僱員,則須提供證明作者向投訴人轉讓版權的版權轉讓書;及
- 發票、貨運文件或其他文件的正本,而該等文件可證明(1)首次出售有關該版權作品保護之產品或物品之日期,或(2)首次發布有關版權作品之日期,而該證據必須清楚指明該產品/物品。

以途徑 2 作出之投訴,本局將向投訴人提供一份文件證據清單,而投訴人需要在該清單填寫、提供及確認上述所有資料及證據。證據清單可於以下網頁下載 [http://tpwebapp.hktdc.com/fair/Multi_fairs/pdf/Copyright/1.pdf]或於 呈 交 投 拆時向本局索取。若缺少任何 資料及/或證據、或任何資料及/或證據不完整、或倘若本局認為任何提交之資料及/或證據為不可信、具任何 矛盾、虛假或不準確的情況,有關投訴將不被處理或將被拒絕。

- B. 商標
- 有效的<u>香港</u>商標註冊證書正本或核證副本,包括續期證書或證明(註:任何非香港的註冊均<u>不</u>接 受)。
- C. 外觀設計
- 有效的香港外觀設計註冊證書正本或核證副本,包括續期證書或證明(註:任何非香港的註冊均 <u>不</u>接受)。
- D. 專利
- 有效的香港專利權證書正本或核證副本,包括續期證書或證明(註:任何非香港的註冊均<u>不</u>接受);
 及
- 由投訴人之專利代理或法律顧問發出之書面意見書,清楚指明有關涉嫌侵權之展品或物品的詳情, 並證明投訴人於香港之專利權有效,而且被有關參展商之展品或物品侵權。

以及任何由法律顧問因應實際情況要求提供的任何其他證據。

(Source: Environment Protection Department)



Full Implementation of the Plastic Shopping Bag Charging



Appendix 2

Background

Since 1 April 2015, the Plastic Shopping Bag Charging (PSB Charging) has been fully implemented in Hong Kong to promote reduction in the use of PSBs.

Scope

The PSB Charging covers all sellers with retail sales of goods in Hong Kong, irrespective of scale of operation and business nature. Except for the situations where there is exemption, the seller must charge the customer an amount not less than 50 cents for each PSB provided, and must refrain from offering any rebate or discount to the customer with the effect of directly offsetting the PSB charge or any part of that amount. The PSB charge will be retained by the seller. Seller who provides PSB in contravention of the law will be subject to a fixed penalty of \$2,000.



Bags Subject to Charge

All bags that are made wholly or partly of plastic, irrespective of whether there is a carrying device, are subject to charge. Paper bags with plastic lamination or component and nonwoven bags (commonly known as environmental bags), are also covered.





(Sellers can check with suppliers or manufacturers to ascertain whether bags distributed contain plastic materials.)

Exemption arrangements

Under the PSB Charging, the following uses of PSBs will be exempted from the charging requirements:

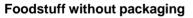
1. PSB used for food hygiene reasons

In order to address food hygiene concerns, the use of PSBs to carry only foodstuff without packaging or not in airtight packaging will not be charged. Furthermore, the use of PSBs to carry frozen/ chilled foodstuff to segregate the condensation of water vapour from other goods will not be charged.



2. PSB used for packaging







Foodstuff in non-airtight packaging



contain these packaged products are required to be charged.

3. PSB provided with the services

PSBs provided with the service tendered, without involving the retail sale of goods, will not be charged. Examples are PSB provided by medical

provided for containing ice-cream, and plastic bags/envelopes for DVDs/CDs are also exempted. However, additional PSBs provided to



laboratory for carrying x-ray report and PSBs provided with medical consultation for containing medicines.

FAQs for Exhibitors

- Q Are the PSBs provided during exhibitions subject to the PSB charge?
- 1: Whether PSBs distributed during exhibitions are subject to PSB charge or not depend on if
- A there is a retail sale of goods. If retail activities are involved (e.g. Book Fair, Food Expo), the exhibitor (both local and overseas) must charge the customer an amount not less than 50
- 1: exhibitor (both local and overseas) must charge the customer an amount not less than 50 cents for each PSB provided to the customer according to the legislative requirements, except for situations where there is exemption. If only wholesale with no retail activities are involved during the exhibitions, the PSBs distributed are not subject to charge. Nevertheless, based on the "Use less, Waste less" principle, exhibitors are encouraged to minimize the use of PSBs under any circumstances.
- Q Are the packaging bags that are used to pack the goods subject to the PSB charge?
- 2: A typical transparent flat-top packaging bag, which originally comes with a product for
- A protection when the product is manufactured (e.g. packaging bags for books and
- 2: magazines), is considered as a bag forming part of the goods and hence can be exempted from the PSB charge. However, if such a bag is provided at the time of sale, it has to be charged. Nevertheless, based on the "Use less, Waste less" principle, suppliers/ sellers are encouraged to minimize the use of PSBs and packaging materials.
- Q If the customer receives a gift with a purchase, is the PSB provided to contain the gift subject3: to the PSB charge?
- The seller must charge the customer not less than 50 cents for the PSB provided to contain
- A the gift, which is given out in connection with retail sale of goods.
- 3:
- Q Are the PSBs distributed outside the exhibition booths (e.g., at the entrance of the exhibition 4: hall, on the footbridge) subject to the PSB charge?
- If there is a sale by retail of goods to a person, the PSB provided in connection with the sale A of goods is subject to charge, regardless where the bags are provided. Example: An
- 4: exhibitor distributes PSBs outside the exhibition hall. If a person obtained a PSB and then shopped at the exhibitor's booth, the exhibitor will have to charge the person not less than 50 cents for the PSB provided previously. We recommend that exhibitors, in particular those with retail sales, do not distribute PSBs for promotion to avoid potential violation of the legislative requirements.
- Q What should an exhibitor do with the PSB charge collected?
- 5: The PSB Charging adopted the "retention" approach whereby sellers may retain the PSB
- A charge without the need of remitting to the Government. We encourage sellers to donate the
- 5: income generated from the PSB charge to support suitable environmental causes.



- Always ask if customers need a PSB before distribution and suggest them to BYOB
- Reduce the use of PSBs by making the best use of the volume of PSBs
- Always charge at least 50 cents for each
 PSB provided unless it is exempted
- Issue a receipt for the PSB charge particularly if requested by the customer concerned
- Provide suitable staff training to ensure smooth operation and proper compliance
- Keep a record of the PSB charge collected and number of PSBs distributed as far as possible



- Do not provide any discount or rebate to offset the PSB charge
- Do not hand out more PSBs than necessary, charged or otherwise
- Do not distribute any PSB containing both exempted and non-exempted items without the PSB charge

For details about the PSB Charging, please visit our dedicated website: http://www.epd.gov.hk/epd/psb_charging/

For enquiry about the PSB Charging, please contact the Environmental Protection Department at: Hotline: 3152-2299 Email: psb@epd.gov.hk





全面推行塑膠購物袋收費



<u> 봡</u>톰

自 2015 年 4 月 1 日起, 塑膠購物袋收費 (「膠袋收費」) 已全面實施,以進一步減少膠袋用量。

膠袋收費的範圍

「膠袋收費」涵蓋全港所有以零售方式出售貨品的商戶。除 了法例訂明的豁免情況外,賣方必須就提供的每個塑膠購物 袋, 向顧客收取不少於 5 角, 並不得向顧客提供任何回贈或 折扣,以直接抵銷膠袋收費的款額。膠袋收費由商戶自行保 留及處理。如商戶違規派發膠袋,可被定額罰款 2.000 元。



需要收費的塑膠購物袋

所有完全或部分由塑膠製成的袋,不論是否有作攜帶用途的設計,都需要收費。有塑膠薄面或塑膠成 分的紙袋及以塑膠製造的不織布袋(一般稱為「環保袋」)亦包括在內。



(商戶可以向供應商或製造商查詢,從而確定所派發的袋是否含有塑膠物料。)

豁免情況

按照「膠袋收費」的條例,以下用途的膠袋可豁免收費:

1. 因食品衞生而用的袋 為了確保食品衞生,如膠袋只盛載無包裝或非氣密包裝的食品,是可豁免收 **費的。此外,如膠袋只盛 載冰凍或冷凍食品,以把凝結的水氣與其他貨品分開,亦可豁免收費。**









非氣密包裝的食品

2. 用作包裝的袋 膠袋如用作預先包裝貨品及於運送到零售商之前已經密封, 便無須收費,例如 多支裝洗潔精或多卷裝廁紙的包裝膠袋。構成貨品的一部分 的膠袋,亦無須收費,例如用於盛載書藉雜誌的透明膠袋、用作保溫的雪糕袋 及保護光碟的透明 膠套。但如額外再提供膠袋盛載這些已經包裝的貨品就要 收費。



冰凍或冷凍食品



3. 構成服務一部分的袋

隨服務提供的膠袋而當中不涉及以零售方式出售貨品,便可豁免收費,例如化 驗所盛載 x 光報告的膠袋或診所隨診治服務提供感載藥物的膠袋。



供展覽商參考的常見問題

- 問1: 在展覽時提供的膠袋需要收費嗎? 在展覽時所派發的膠袋是否需要收費, 視乎是否有貨品以
- 答 1: 零售方式出售而定。如有涉及零售活動(例如書展、食品展),參展商(包括本地及海外)必 須根據法例要求,除在可豁免收費的情況外,就提供予顧客的每個膠袋收取最少5角。但如 展覽只涉及批發交易並沒有零售活動,則所派發的膠袋不受法例規管。不過,基於「惜物、 減廢」的原則,參展商在任何情況下都應盡量減少使用膠袋。
- 問 2: 包裝上使用平頭膠袋需要收費嗎? 一般新貨品在供應予賣方時已使用的透明平頭包裝膠袋
- 答 2: (例如用於包裝書籍雜誌的透明膠 袋),可視為構成貨品的一部分而獲豁免收費。但如在顧客購買貨品時才提供此類膠袋便須收 費。基於「惜物、減廢」的原則,供應商/賣方應盡量減 少使用不必要的包裝或提供膠袋。
- 問 3: 如顧客購物後會有贈品,盛載贈品的膠袋需要收費嗎? 賣方如在與貨品的出售有關連的情況 答 3: 下提供膠袋盛載贈品,必須就提供予顧客的每個膠袋收取不少於 5 角。
- 問4: 在展覽攤位以外的地方(例如展覽館門口、天橋)派發膠袋是否受規管? 如有貨品以零售方
- 答 4: 式出售予某人,參展商在與貨品的出售有關連的情況下提供的膠袋便須收 費。例子:參展商 在場外派發膠袋,如有人索取了膠袋後在展覽攤位購物,參展商便需要就 該膠袋收取不少於 5 角的膠袋收費。我們不建議參展商,特別是涉及零售貨品的參展商,派 發膠袋作宣傳,以 避免違規。

問5: 參展商應如何處理所得的膠袋收費?

答 5: 「膠袋收費」採用「由商戶保留」的模式,容許商戶自行保留及處理膠袋收費,無須交付政府。我們鼓勵商戶捐出所得的膠袋收費,以支持合適的環保工作。



應做的事項

- 先詢問顧客是否需要膠袋才派發,並建議 顧客自備購物袋
- 善用膠袋容量盛載貨品,以減少使用膠袋
- 除非只用於盛載豁免貨品,否則就每個所 提供的膠袋收取不少於5角的款額
- 為顧客提供有顯示膠袋收費的收據
- 加強培訓員工以確保運作順暢及遵守有 關規定
- 盡可能保存交易紀錄以記載袋的派發量
 及收取的膠袋收費



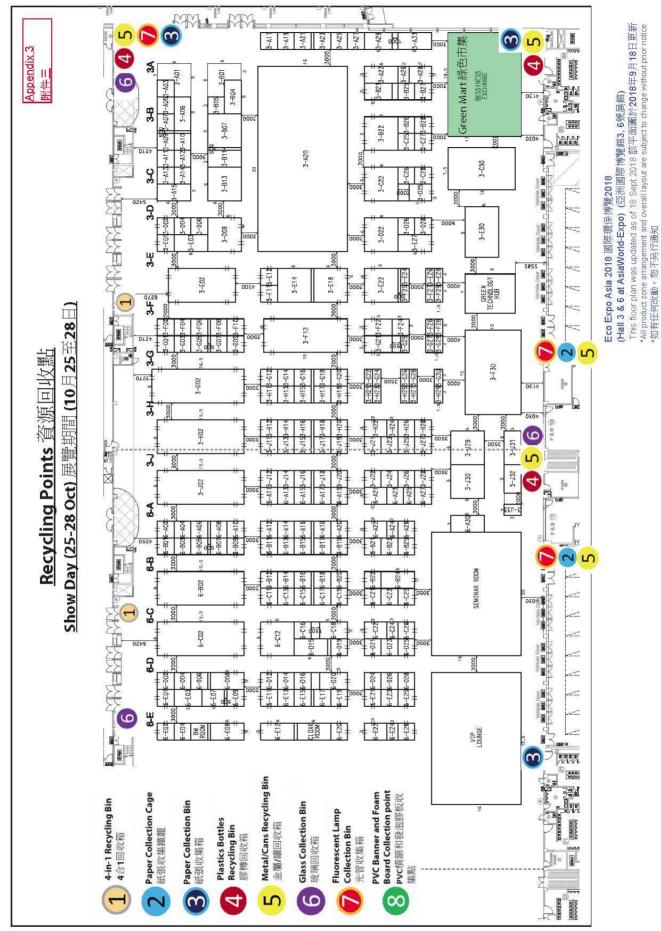
ア 不應做的事項

- 切勿向顧客提供折扣或回贈以抵銷膠袋收費
- 切勿向顧客提供沒有收費的膠袋以盛載混合 豁免及非豁免的貨品
- 切勿過量發放膠袋,不論膠袋需要收費與否

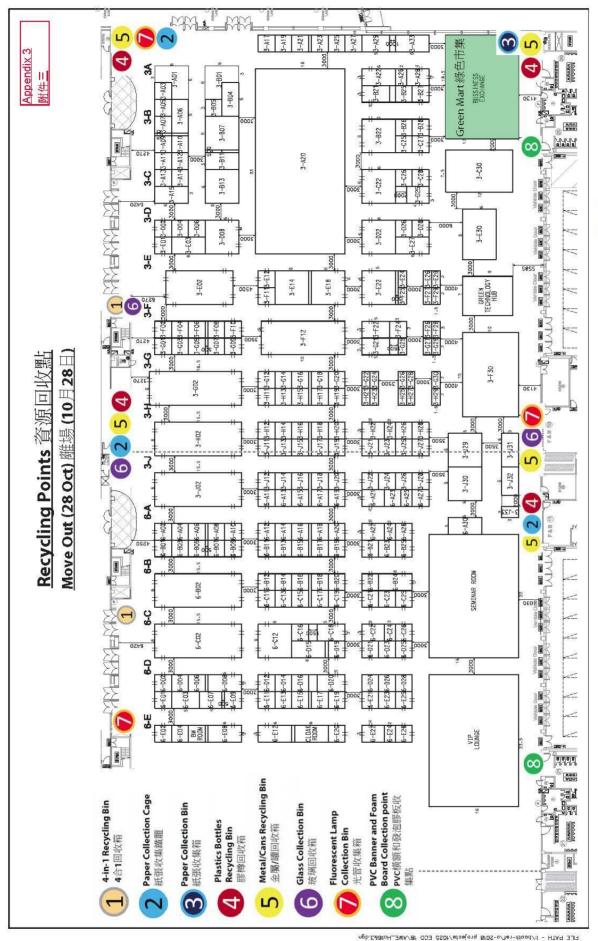
有關「膠袋收費」的詳情,可參考有關網站: http://www.epd.gov.hk/epd/psb_charging/

有關「膠袋收費」的查詢[,]可與 環境保護署聯絡: 熱線:3152-2299 電郵:psb@epd.gov.hk





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Eco Expo Asia 2018 國際環保博覽2018 (Hall 3 & 6 at AsiaWord-Expo)(亞洲國際博覽館3, 6號展館) This floor plan was updated as of 18 Sept 2018 該平面圖於2018年9月18日更新 *All product zone arrangement and overall layout are subject to change without prior notice *如有任何改動 * 恕不另行通知