

Aug 2024 2024 年 8 月

Exhibitor Package for Eco Expo Asia 2024 國際環保博覽 2024 (參展商須知)

Dear Exhibitors, 各位參展商:

Thank you for your participation in the **Eco Expo Asia 2024.** Please note the items listed on the Index Page will be included in your exhibitor package. The Exhibitors' Manual and Order Forms have also been uploaded to the fair website www.ecoexpoasia.com. 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 2024**,煩請檢查列載於「索引表」內的所有資料是否齊全。參展商亦可於博覽網站 www.ecoexpoasia.com 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 Expo. 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

Hong Kong Trade Development Council 香港貿易發展局

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Messe Frankfurt (HK) Ltd 法蘭克福展覽(香港)有限公司

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^{*} Venue: Exhibition Hall 3 & 6, AsiaWorld-Expo, Hong Kong International Airport, Lantau, Hong Kong 地點:香港大嶼山香港國際機場亞洲國際博覽館 3 號及 6 號展覽館

Fair Dates	Opening Hours	Buyer Registration Hours
展覽日期	開放時間	買家登記時間
30 Oct – 1 Nov 2024 (Wed – Fri)	10:00am – 6:00pm	9:30am – 5:30pm
10 月 30 至 11 月 1 日 (星期三至五)	上午 10 時至下午 6 時正	上午 9 時 30 分至下午 5 時 30 分
2 Nov 2024 (Sat)	10:00am – 5:00pm	9:30am – 3:30pm
11 月 2 日 (星期六)	上午 10 時至下午 5 時正	上午 9 時 30 分至下午 3 時 30 分

Note: Exhibitor Badge will be sent separately later. 請注意: 參展商工作證會稍後寄給各參展商。

Ref: Eco2024/1st Batch/Non Hong Kong Exhibitor



Index Page 索引表

Circular 通告	Item 資料項目
1.	Exhibitor Online Manual (Submission deadline for additional facilities & services: 17 Sept 2024) 参展商在線手冊 (額外設施及服務申請之截止日期: 2024 年 9 月 17 日)
2.	Location of Eco Expo Asia 2024 國際環保博覽 2024 位置圖
3.	Move-in & Move-out Schedule 進場及離場時間表
4.	e-Invitation for Buyers 買家電子請柬
5.	Nomination of Buyers for Hotel Sponsorship 酒店贊助買家推薦
6.	Measures on Custom-built Participation 特裝參展措施
7.	Alteration of Standard/Basic/Premium Booth Structures (Deadline: 17 Sept 2024) 自行更改標準/基本/特級展台設施 (截止日期: 2024 年 9 月 17 日)
8.	Green Tips (for exhibitors) 環保小貼士(參展商篇)
9.	Fair Notices 展會通告
10.	Protection of Intellectual Property Rights (IPR) 展覽會保護知識產權措施



Circular (1) – Exhibitor Online Manual

Exhibitors' Manual and Order Forms in PDF format can be downloaded at the Fair Website. Exhibitors can read the rules and regulations of the Expo and the details for ordering additional facilities and advertising and promotion opportunities.

Exhibitor Manual: https://www.hktdc.com/event/ecoexpoasia/en/exhibitors-manual
Order Forms: https://www.hktdc.com/event/ecoexpoasia/en/additional-facilities-services-order-form

* Remarks: Hardcopy will not be distributed

Kindly observe all the rules and deadlines specified on the Order Forms. Should you require any further information or assistance, please do not hesitate to contact Ms Josie Lam of Hong Kong Trade Development Council on (852) 2240 4811; Email: josie.tk.lam@hktdc.org or **Dominique** Kwan of Messe Frankfurt (HK) Ltd on (852)2238 9903: Email: dominique.kwan@hongkong.messefrankfurt.com.

Hong Kong Trade Development Council Messe Frankfurt (HK) Ltd

通告(1) - 參展商在線手冊

主辦機構已將 PDF 版的參展商手冊及額外設施及服務申請表格上載至展會網站,參展商可於網上詳閱有關展會的各項規則,以及申請租用各項額外設施及服務、廣告及推廣機會等。

參展商手冊: https://www.hktdc.com/event/ecoexpoasia/tc/exhibitors-manual
Remmanual
<a href="mailto:

*註: 主辦機構將不會製作及郵寄印刷版本。

請留意各項規則及額外設施及服務申請表上所列明的截止呈交日期。如有任何查詢或需要協助,請與香港貿易發展局 林芷筠小姐(電話: (852) 2240 4811; 電郵: josie.tk.lam@hktdc.org)或與法蘭克福展覽(香港)有限公司關婷小姐(電話: (852) 2238 9903; 電郵: dominique.kwan@hongkong.messefrankfurt.com) 聯絡。



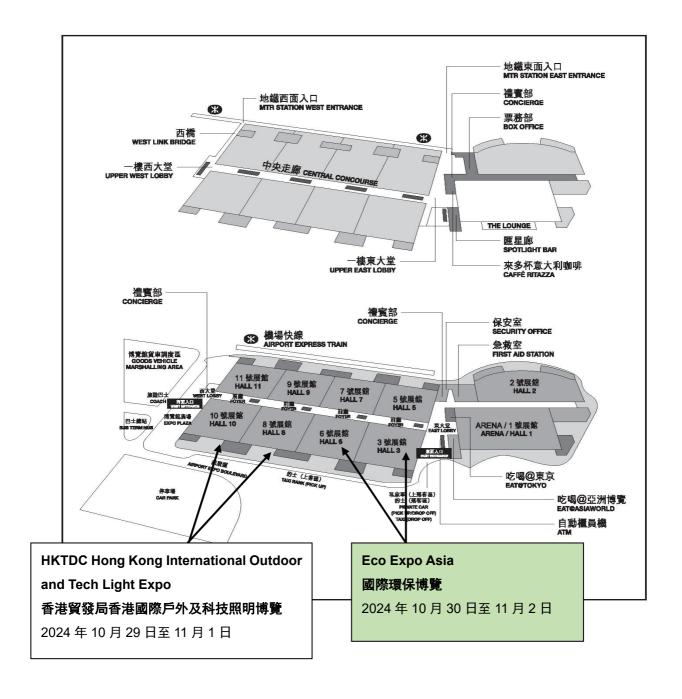
Circular (2) – Location of Eco Expo Asia 2024 通告 (2) – 國際環保博覽 2024 位置圖

Eco Expo Asia will be held from 30 October – 2 November 2024 at **Hall 3 & 6**, **AsiaWorld-Expo** coinciding with HKTDC Hong Kong International Outdoor and Tech Light Expo to be held from 29 October – 1 November 2024.

國際環保博覽將於 2024 年 10 月 30 日至 11 月 2 日假 亞洲國際博覽館 3 號及 6 號展館舉行, 與 2024 年 10 月 29 日至 11 月 1 日舉行的香港貿發局香港國際戶外及科技照明博覽同場。

Section Plan of AsiaWorld-Expo

亞洲國際博覽館切面圖





Circular (3) - Move-in & Move-out Schedule

	<u> </u>	1
	CUSTOM-BUILT PARTICIPATION	STANDARD / BASIC / PREMIUM / DELUXE BOOTH
Booth Construction	28 Oct 2024 2:00 pm – 10:00 pm 29 Oct 2024 9:00 am – 1:00 pm	N/A
Booth Decoration	29 Oct 2024 11:00 am – 8:00 pm All booths must be fully dec	orated by 8:00 pm
Move-In Exhibits	29 Oct 2024 (Please refer to schedule as	s printed on the Vehicle Pass)
Move-Out Exhibits	2 Nov 2024 (Please refer to schedule as	s printed on the Vehicle Pass)
Termination of Booth Electricity	29 Oct – 1 Nov 2024 7:30 pm 2 Nov 2024 6:00 pm	
Booth Dismantling including Additional Lighting	2 Nov 2024 6:30 pm – 12:00 midnight	N/A

1.1 Exhibitors' Access

To allow preparation work for exhibitors during fair period, the exhibition halls will open for exhibitors at 9:00am. All exhibitors are reminded to wear exhibitors' badges when entering the exhibition hall. No exhibitors under age 18 will be allowed to enter the hall.

1.2 Over-time Penalty claimed by AsiaWorld-Expo (AWE)

Exhibitors and / or their appointed contractors shall follow the move-in/out schedule. If the exhibitors or their appointed contractors work after 12:00am on 28 Oct, 29 Oct and 2 Nov 2024, they shall pay to the Organisers the over-time penalty claimed by AWE against the Organisers. The rate of the over-time penalty for individual hall is listed on section 4.2.4 of the Exhibitor Online Manual.



通告 (3) - 進場及離場時間表

	特裝展台	標準 / 基本 / 特級及高級展台
攤位搭建	2024 年 10 月 28 日 下午 2 時至晚上 10 時 2024 年 10 月 29 日 上午 9 時至下午 1 時	不適用
攤位佈置	2024 年 10 月 29 日 上午 11 時至晚上 8 時 所有攤位佈置必須於晚上 8 B	時前完成
展品進場	2024 年 10 月 29 日(請依照車輛通行證上的時間)	
展品離場	2024 年 11 月 2 日 (請依照車輛通行證上的時間)	
終止攤位電源	2024年10月29日至11月1日下午7時30分 2024年11月2日 下午6時	
攤位拆卸 包括照明裝置	2024 年 11 月 2 日 下午 6 時 30 分至午夜 12 時	不適用

1.1. 進場守則

為方便參展商在展覽開放前作好一切準備,展覽場館將在展覽期間上午 9 時正開放。**參展商於進入展覽場館時必須佩戴工作證,參展商如未滿十八歲均不准進場。**

1.2. 亞洲國際博覽館徵收超時罰款

參展商及/或其委託之承建商必須遵守進場及撤場時間表。假若參展商或其委託之承建商於 2024年 10月 28日、10月 29日及 11月 2日午夜 12時後工作,必須向主辦機構繳交由亞洲國際博覽館向主辦機構徵收的超時罰款。各展覽廳的超時罰款額列載於參展商在線手冊第 4.2.4條。



Circular (4) - E-invitations for Buyers

For the sake of the environment, we encourage exhibitors to make use of the e-invitation to send to buyers. A customised e-invitation will be provided to assist you in inviting your buyers to the Eco Expo Asia 2024. The e-invitation will be sent to you in September. Your buyers can access to the buyer online registration page on the official fair website through the e-invitation to register for free admission badges.

Please contact Ms Josie Lam on (852) 2240 4811; Email: <u>josie.tk.lam@hktdc.org</u> or Ms Dominique Kwan of Messe Frankfurt (HK) Ltd on (852) 2238 9903; Email: <u>dominique.kwan@hongkong.messefrankfurt.com</u> if you have questions.

Hong Kong Trade Development Council Messe Frankfurt (HK) Ltd

通告 (4) - 電子買家請柬

為保護環境,我們鼓勵參展商善用電子買家請柬邀請買家參觀國際環保博覽2024。電子買家請柬連結將於9月提供給你,買家可以透過由主辦機構提供的電子買家請柬連結到展會網站進行網上免費買家登記。

如有任何疑問,請與 香港貿易發展局林芷筠小姐(電話: (852) 2240 4811; 電郵: josie.tk.lam@hktdc.org) 或法蘭克福展覽(香港)有限公司關婷小姐(電話: (852) 2238 9903; 電郵: dominique.kwan@hongkong.messefrankfurt.com) 聯絡。



Circular (5) - Nomination of Buyers for Hotel Sponsorship

Thank you very much for your support to the upcoming Eco Expo Asia 2024. To encourage buyers' participation from around the world, we are offering hotel sponsorship program for selected new overseas buyers to visit our fair.

In this regard, you are invited to nominate new buyers for our selection. We shall give you due credit when extending the offer to the buyers and advise you the result of your nomination afterwards. Please note, however, that we shall have the final discretion in selecting the buyers for extending the offer, and that priority will always be given to those who have not visited our fair before.

To facilitate our preparation work, please make use of the nomination form attached and return by fax or e-mail to the Organisers before **6 September 2024**.

With the wide range of promotional programs, we hope that you will be able to capture the greatest business opportunities at the forthcoming trade show. If you have any questions, please do not hesitate to contact Mr Wayne Lau, Tel: (852) 2240 4585; E-mail: ecoexpo.visitor@hktdc.org.

Hong Kong Trade Development Council Messe Frankfurt (HK) Ltd

通告 (5) - 酒店贊助買家推薦

感謝 貴公司對國際環保博覽 2024 的支持。為了吸引更多海外買家到場與 貴公司洽談業務,主辦機構將提供酒店贊助予被挑選的海外新買家。因此,主辦機構誠邀 閣下提名合適的新買家。被揀選邀請的買家,將會收到列出提名公司名稱的邀請函,同時,主辦機構亦會通知 貴公司提名的結果。請注意優先權將給予從未參觀過國際環保博覽的海外買家,主辦機構保留最終選擇權利。

為了給予主辦機構充足的時間安排,請 閣下填妥買家推薦表格,並於 2024 年 9 月 6 日前 傳真或電郵至主辦機構。主辦機構將繼續以 貴公司的利益為依歸,務求利用展覽會為 貴公司締造一個具效益、高增值的宣傳渠道。詳情請電 (852) 2240 4585 或 電郵至 ecoexpo.visitor@hktdc.org 與劉偉城先生洽。



To 致 : Hong Kong Trade Development Council 香港貿易發展局

Attn 收件人: Mr Wayne Lau 劉偉城先生 E - mail : ecoexpo.visitor@hktdc.org

or Name	* 參展商名稱)
C	or Name

Eco Expo Asia 國際環保博覽 2024 30/10 - 2/11/2024

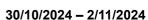
Buyers Nomination Form for Hotel Sponsorship 酒店贊助買家推薦

Submission Deadline 截止日期 6 Sep 2024

Information of Nominated Buyer 被推薦買家資料		
Name of Company 公司名稱:		
Name of Person: Mr / Ms 買家姓名:(先生/小姐)		
Position 職位:		
Office Address 公司地址:		
Country 國家:	Postal Code 郵編:	
Company Tel 公司電話:	Company Fax 公司傳真:	
Company Email 公司電郵:		
Company Website 公司網址:		
Nature of Business 公司業務:		
Products of Interest 有興趣之產品:		

Please copy this nomination form for nominating more than 1 buyer. The offer is subject to sole discretion of the Organisers. For further queries, please contact **Mr Wayne Lau** at tel. no: (852) 2240 4585.

請複印此表格作更多買家提名。主辦機構保留最終選擇權利。如有查詢,請致電 (852) 2240 4585 與劉偉城先生聯絡。





Circular (6) - Measures on Custom-built Participation

In order to enhance the overall safety and efficiency of the fair, new measures regarding custom-built participation have been implemented since July 2009. We have summarized the changes below and would like to draw your attention to them. You are strongly advised to go through the section 4 of the Exhibitors' Manual for details.

Section		Items	
4.2	Information submission Please note the deadline for submission of custom-built participation contractors' information (Form construction drawings, lighting plan, site work deposit and insurance copy by 11 September 202 Otherwise, a late charge of HKD 3,000 (USD 400) will be charged to the Exhibitor / Contractor.		
4.2.1	Plans & Design Proposals		
	Stands & temporary structures	>2.5m & <4.5mH	≥ 4.5mH or two-storey construction
	Stages or platforms	>1.1m & <1.5mH	≥ 1.5mH
	Suspended lighting truss & equipment	<100 kg	≥ 100 kg
	Self-standing speakers and / or lighting towers	≤2.5m	>2.5m
	Authorized Person / Registered Structural Engineer	Verify stability of design drawings	Verify stability of design drawings & endorse structural calculations
	(AP/RSE) should be deployed to	Supervise construction works at site; verify stability after completion by issuing structural safety certificate	
	Submit design drawings to Organisers by 11 September 2024	By email	4 original copies with structural calculations*
	Submit by dropping into the collection box at Technical Services Counter by 1500 hrs on 29 October 2024	•	ficate (refer to section 4.2.6) ate (refer to section 4.2.8)
	Submit to Official Electrical Contractor by 1500 hrs on 29 October 2024		on, inspection & testing refer to section 4.2.7)
	* Of which 2 sets will be forwarded to Director of Food & Environmental Hygiene at least 42 days before first show day as required by the Food & Environmental Hygiene Department for applying Temporary Places of Public Entertainment (TPPE) license * The Government Authorizes has the sole right to determine the safety of booth structure, exhibitors and contractors should fulfil their comments at all times		
	Pursuant to Electronic Transactions	(Exclusion) Order made u	nder Section 11(1) of the
	Electronic Transaction Ordinance (1	of 2000), the Director o	f Food & Environmental
	Hygiene Department will not accept a	ny electronic submission o	of plans.
	Any alterations after drawing submis relative parties for review.	ssion should be addresse	ed to the Organisers and



4.2.2 Site work depos	sit
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Exhibitors / Contractors of Custom-built participation and of standard / premium booth requesting for early move-in for booth decoration are required to lodge a site work deposit of which will be collected based on HKD 300 / USD 40 per sqm. For two-storey construction stand, the site work deposit is doubled. However, the minimum and maximum deposit amounts are HKD 5,000 (USD 667) and HKD 75,000 (USD 10,000).

4.2.3 Insurance

Contractors are required to carry out and maintain <u>public liability insurance</u> in respect of the contractor's liability for death or injury to any person, or loss or damage to property arising out of the performance of the Services in a sum <u>not less than HKD 10 million for any single claim, unlimited in aggregate</u>. The insurance should be maintained in force at all times during the <u>move-in period, exhibition period and move-out period, i.e. 28 October – 3 November 2024</u>. The said insurance copy should be provided to the Organisers by <u>11 September 2024</u>.

Labour inspectors are authorised to check the contractors working for exhibitors / Organisers in the Exhibition Venue at all reasonable times under section 72(1) of Employment Ordinance, section 45(1) of Employees' Compensation Ordinance and section 17L(1) of Immigration Ordinance. Relevant records and documents should be arranged accordingly.

4.2.4 Hall rental charges for over-time move-in and move-out

Exhibitors and / or their appointed Contractors work beyond the time as specified by the Organisers during move-in and move-out period, they should bear the over-time charges claimed by the Venue Operator against the Organisers as follows:

Over-time Move-in (only applicable to last move-in day), i.e. working after 2400hrs (midnight) on last move-in day. Charges will be calculated on multiple of hours and according to the stand area assigned.

Stand Area	Charges per stand per hour	
Up to 50 sqm	HKD10,900 / first hour; subsequent hour: HKD8,650 / hour	
51 – 100 sqm	HKD13,100 / first hour; subsequent hour: HKD9,750 / hour	
101 – 500 sqm	HKD17,400 / first hour; subsequent hour: HKD13,000 / hour	

Over-time Move-out, i.e. working after 2400hrs (midnight) on the last show day. Charges will be calculated on multiple of hours according to the stand area assigned.

	Charges per stand per hour for
Stand Area	the day following last show day
Up to 50 sqm	HKD10,900 / first hour; subsequent hour: HKD8,650 / hour
51 – 100 sqm	HKD13,100 / first hour; subsequent hour: HKD9,750 / hour
101 – 500 sqm	HKD17,400 / first hour; subsequent hour: HKD13,000 / hour



4.2.5	Height Limit
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Stand Construction	Maximum Stand Height
Single-Storey Construction	4m
Two-Storey Construction	5m

Maximum stand construction height are depends on its locations. Please refer to the hall plan or check with Organisers, if required.

4.2.6 Structural Safety Certificate

A structural safety certificate must be submitted for all Custom-built stands exceeding 2.5m in height, using a hanging lighting truss and / or otherwise deemed required by the Organisers and / or the Venue Operator. All stand constructions must be conducted under the supervision of an **Authorized Person/Registered Structural Engineer (AP/RSE)** and he / she should verify the stability of the stand by completing structural safety certificate.

The mentioned certificate above (together with structural calculations, where applicable under section 4.2.1) should be submitted to the Organisers at Technical Services Counter by 1500 hrs on the last move-in day, i.e. **29 October 2024**. The Organisers will forward the original to the Venue Operator. If this rule is not observed by 2200 hrs on the last move-in day, the Organisers and / or the Venue Operator reserve the rights to prohibit all access to the Stand throughout the fair period.

Exhibitors must accept full responsibility for the safety of the Stand and comply with the Construction Sites (Safety) Regulations (Chapter 59).

Exhibitors are advised to maintain stability of the stand by evenly distributing the exhibits on the fixtures. Please consult your contractor or AP/RSE if necessary.

4.2.7 Electricity

The Official Contractor appointed by the Organisers shall only carry out electrical works at Exhibitors' expenses. Design plans or proposals for electrical installation must reach the Organisers for review together with aforementioned stand design proposals by <u>11 September 2024</u>. Electricity can be supplied in 220 volt ($\pm 6\%$), single phase, 50 Hz or 380 volt ($\pm 6\%$), three phases, 50 Hz.

In compliance with the Electricity Ordinance (Chapter 406) Electricity (Wiring) Regulations, all electrical installations, inspection and testing must be carried out by a registered electrical worker together with a registered electrical contractor. "Certification of installation, inspection & testing" (Form WR1) should be submitted to the <u>Official Electrical Contractor by 1500 hrs</u> on the last move-in day, i.e. <u>29 October 2024</u>. Failing to provide by 2200 hrs on the last move-in day will result in suspension of electricity supply throughout the fair period.

4.2.8 Fire Precaution / Fire Service Certificate

In compliance with the Temporary Places of Public Entertainment License (TPPE) application for Fairs/Fetes/Exhibitions (small scale), no decoration of a readily combustible nature shall be permitted.

A documentary proof of compliance for all Custom-built stands with the use of combustible materials for false ceilings, partitions or wall furnishings, draperies and curtains shall conform to any standard acceptable to the Director of Fire Services; or shall be brought up to any of those standards by treating with a fire retardant paint or solution acceptable to Director of Fire Services. In the latter case, the work shall be carried out by a Class 2 Registered Fire Service Installation Contractor and a certificate (FS251) to this effect from the Contractor shall be submitted to the <u>Organisers by 1500 hrs</u> on the last move-in day, i.e. <u>29 October 2024</u>, as documentary proof of compliance for submission to the Fire Services Department. Please refer to https://www.hkfsd.gov.hk/eng/source/licensing/PPA106-Eng-Web.pdf for details.

For Registered Fire Service Installation Contractor registry, please visit http://www.hkfsd.gov.hk/home/eng/source/FSIC list eng.pdf.

Hay is strictly prohibited to use at the venue, regardless with or without fire proof treatment.



	For all construction with two-storey construction or booth structure with TV wall , at least one functional extinguisher <u>MUST</u> be placed at a conspicuous spot within the assigned area during the construction and show period for safety reason. One functional extinguisher is recommended for all construction with wooden materials too.
4.2.13	Construction Industry Safety Training Certificates Labour Department, Hong Kong Exhibition and Convention Industry Association (HKECIA) and the Venue Operator have concurrently agreed to endorse the Contractor Green Card System at the Venue.
	With immediate effect, contractors entering the Venue for construction works are required to obtain the Construction Industry Safety Training Certificates (also known as "Green Card"). The main objective is to ensure that mandatory basic safety training has been provided to contractors before working at the Venue.
	All stand fitting contractors must acquire the said certificates (cards) and have it displayed upon request when working at the Venue. The Venue Operator's security reserves the rights to refuse entry or remove personnel for those who fail to provide valid credentials.
	Please feel free to contact the Event Planning & Co-ordination Team of the Venue Operator at at (852) 3606 8888 should you need further assistance.
4.2.14	Points should be complied with by the Exhibitor and his / her appointed Contractor.
4.2.15	Deduction of site work deposit.

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

A Guide on "Safety and Health in the Hong Kong Exhibition and Convention Industry" has been published by the Hong Kong Exhibition and Convention Industry Association (HKECIA), which extensively covers various aspects of the industry that requires proper attention.

For queries, please feel free to contact Mr Roy Chau at roy.ks.chau@hktdc.org or (852) 2240 5452.

Thank you for your kind understanding and cooperation in advance.

Hong Kong Trade Development Council Messe Frankfurt (HK) Ltd



通告 (6) - 特裝參展措施

為提升展覽的整體安全及效率,主辦機構於2009年7月開始,實施特裝展台新措施。簡要如下,詳情請參閱參展商手冊第四部份。

部份	內容			
4.2	提交資料 請留意承建商資料申報表(表格一)、設計 本的遞交日期為 2024 年 9 月 11 日。 主 400 元)的逾期行政費。			
4.2.1	<u>設計圖則</u>			
	攤位及臨時搭建物	>2.5 米 而 <4.5 米高	≥4.5 米高或雙層結構	
	舞台或平台	>1.1 米 而 <1.5 米高	≥ 1.5 米高	
	懸空照明支架及設備	<100 公斤	≥ 100 公斤	
	獨立揚聲器和 / 或照明燈架連燈	≤2.5 米	> 2.5 米	
		證明其設計圖則穩定性	證明其設計圖則穩定性 及簽發數據證明	
	認可人士 / 註冊結構工程師應 監督搭建工程 在完成搭建後驗證並簽發結構安全證明		建工程	
			簽發結構安全證明書	
	於 <u>2024 年 9 月 11 日</u> 或之前提交圖則予主辦機構	以電郵方式	一式四份設計圖則 及數據證明*	
於 <u>2024 年 10 月 29 日</u> 下午 3 時成之前投放到 1. 結構安		,	安全證明書(詳情請參閱第 4.2.6 章) 防證明書(詳情請參閱第 4.2.8 章)	
	於 <u>2024 年 10 月 29 日</u> 下午 3 時或之前 交予大會電力承建商 電力裝置完工證明書(表格 WR1) (詳情請參閱第 4.2.7 章)		' '	
	* 其中兩份設計圖則及數據證明須持 之要求,於活動首日的最少 *政府相關部門就一切 各參展商及承建商在任何明 按照《電子交易條例》(2000 年第 署長不會接受以電子形式提出申請 所有已交到主辦機構之圖則如有改動	42 天前,轉交予食物環境]展位結構性安全保留最終 持候必須依從他們發出之要 一號)第 11(1) 條訂立的]牌照的圖則。	衛生署署長審閱 裁決權, 求而作出配合 《電子交易(豁免)令》,	
4.2.2	施工按金			

所有特裝攤位及申請提早佈置標準 / 特級展台的參展商 / 承建商必須繳交施工按金, 按金以每平方米港幣 300 元(美金 40 元)計算。搭建雙層結構攤位須繳交雙倍施工按金。最低及最高的金

額分別為港幣 5,000 元(美金 667 元)及港幣 75,000 元(美金 10,000 元)。



4.2.3 保險

承建商必須購買有效之<u>公眾責任險</u>。**每次事故賠償限額不少於港幣 1000 萬,而保險期內累積賠 償額則須無限**。

保險有效期須包括進場 展覽期間及離場(即 2024 年 10 月 28 日至 11 月 3 日)。承建商須於 2024 年 9 月 11 日或之前將其公眾責任保險單副本交予主辦機構。

按《僱傭條例》第72(1)條、《僱員補償條例》第45(1)條及《入境條例》第17L(1)條,授權予勞工處人員於任何合理時間,於展館內視察及檢查其相關記錄及文件。

4.2.4 進場及離場超時租場收費

假若參展商或其委託之承建商未能在主辦機構指定的進場及離場時限完成有關的工作,須承擔由 香港會議展覽中心向主辦機構徵收的超時場租如下:

> **進場超時租場(只適用於參展商佈展當晚)** - 即進場日午夜 12 時後進行工作,收費 按攤位面積計算。

攤位面積	每攤位每小時收費
50 平方米或以下	首小時 10,900 港幣, 其後每小時 8,650 港幣
51 – 100 平方米	首小時 13,100 港幣, 其後每小時 9,750 港幣
101 – 500 平方米	首小時 17,400 港幣, 其後每小時 13,000 港幣

離場超時租場 一 即離場日午夜 12 時後進行工作, 收費將按攤位面積計算。

攤位面積	於展覽會完結日翌日每攤位每小時收費
50 平方米或以下	首小時 10,900 港幣, 其後每小時 8,650 港幣
51 – 100 平方米	首小時 13,100 港幣, 其後每小時 9,750 港幣
101 – 500 平方米	首小時 17,400 港幣, 其後每小時 13,000 港幣

備註:

- 1) 收費只供參考,以亞洲博覽館最終收費為準。
- 2) 超時工作不足一小時亦作一小時計。
- 3) 需視乎場地情況而定,亞洲博覽館對超時工作有絕對的決定權。

4.2.5 攤位高度限制

攤位搭建	攤位高度限制
單層結構	4 米
雙層結構	5 米

4.2.6 結構安全證明書

所有高度超逾 2.5 米的特裝攤位、懸空照明支架及 / 或按主辦機構及 / 或展館營運者要求,必須提交展覽攤位結構安全證明書。註冊結構工程師須監督攤位的搭建,並須驗證其結構安全及簽發結構安全證明書。

所有結構安全證明書《連同攤位穩定性的數據證明(按照第 4.2.1 章規定)》須於最後進場日(即 2024 年 10 月 29 日)下午 3 時或之前投放到「攤位設施」之收集箱。主辦機構將轉交展館營運者。如未



能於當晚 10 時前交妥, 主辦機構或展館營運者有權在整個展期禁止所有人士進入有關攤位。

參展商須完全負責攤位結構的安全及遵守《建築地盤(安全)條例》第59章。

參展商亦須平均地展示商品於攤位內,以免影響攤位的穩定性。如有疑問,請與承建商或註冊結構工程師商討。

4.2.7 電力裝置

所有電力裝置必須由大會指定的承建商進行,有關費用由參展商負責。電力裝置設計草圖及圖則 須連同上述攤位設計圖,於 **2024 年 9 月 11 日前**呈交主辦機構審閱。會場供應電力為 220 伏特(± 6%)、單相、50 赫或 380 伏特(± 6%)、三相、50 赫。

按電力條例(第 406 章)電力(線路)規例,所有電力安裝、檢查及測試必須由註冊電業工程人員及註冊電業承辦商代行,並須簽發表格 WR1 及於 **2024 年 10 月 29 日下午 3 時前交予大會電力承建商**,以茲證明。如未能於當晚 10 時前交妥,展期內將不獲電力供應。

4.2.8 防火措施 / 消防證明書

按展館營運者及有關小型賣物會及展覽會於臨時娛樂場所牌照的申請規定,不得裝設易燃飾物。

所有用作假天花板、間隔或牆面裝飾及所有布簾及窗簾的可燃物料必須符合消防處處長接受的標準,或使用消防處處長接受的防火溶液加以處理以達到任何該等標準。以防火溶液加以處理的工作,須由註冊二級消防裝置承辦商進行,完工後須於上述指定時間提交一份證書(消防表格251),以證明符合規定。該證書則會轉交消防處存檔。詳情請瀏覽消防處網頁

https://www.hkfsd.gov.hk/chi/source/licensing/PPA106-Chi-Web.pdf

有關註冊消防裝置承辦商的名冊,請瀏覽消防處網頁:

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

不論是否經過防火處理,展館營運者一概禁止使用禾稈草。

為安全起見**,凡搭建雙層結構攤位或電視牆結構的攤位**,承建商**必須**於施工及展覧期間在攤位 內的顯眼地方放置一個有效滅火筒。所有木材搭建的攤位亦建議設置一個有效滅火筒。

4.2.13 建築業安全訓練證明書

勞工處、香港展覽會議業協會、展館營運者已達成共識,同意在展館推行建築業安全訓練證明書措施(即「平安咭」),並已生效。凡進入展館裝拆攤位的承建商必須持有效的建築業安全訓練證明書。其目的是確保承建商在展館工作前已受到強制的基本安全訓練。

凡進入展館工作的承建商,必須持有平安咭並需按展館營運者要求下展示,否則展館營運者之保 安人員有權拒絕該人士進入或要求該人士離開展館。

如有任何查詢,可致電(852) 3606 8888與展館營運者之項目策劃及統籌部聯絡。

- 4.2.14 參展商及其承建商必須注意及遵守事項。
- 4.2.15 施工按金扣款制。



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

由香港展覽會議協會出版的「香港展覽會議業之安全及健康指南」廣泛地涵蓋業界需注意的事項。請 貴公司及 貴公司委託的承建商能仔細的參閱。

如有查詢, 請透過電郵或致電 < roy.ks.chau@hktdc.org 或 (852) 2240 5452 >與巢景新先生聯絡。

多謝合作!



Circular (7) - Alteration of Standard / Basic / Premium Booth Structures

We would like to draw your attention that alteration of standard booth structures is strictly prohibited by the Organisers as shown in the following exhibition rules and regulations 4.1 stated in the Exhibitors' Manual:

4.1. Standard / Basic / Premium Booth

All standard / basic / premium booths will be designed, erected and decorated by the Organisers. Facilities provided include partitions, company fascia, table, chairs, display shelves, cabinets, spotlights and carpet. The Organisers reserve the right to make changes on the facilities provided at any time before the commencement of the Expo. Main switch and distribution board may be required to be installed within booth area at the Organisers' discretion.

Fascia Board with company name will be provided free of charge. Exact wording of the company name (in English) as supplied in your application form will be used.

Exhibitors are not allowed to make all kinds of alterations in whatever nature to the structure of the booths or removal of any integral parts from the booths on their own. Exhibitors requiring extra assistance to relocate or delete standard facilities should submit their request by submitting the <u>Forms 3 and Form 5</u> (Additional / Modification of standard facilities) to the Organisers no later than 17 September 2024.

Deletions of standard items are free of charge only if the Organisers is notified no later than the deadline of $\underline{17}$ September 2024.

<u>Standard / Basic / Premium Booth Exhibitors and their appointed contractors must adhere to the following points:</u>

- 1) All Exhibitors using a standard / basic / premium booth can only decorate the interior of their booth area. No additional booth fitting, structure, lighting, display, decoration items or exhibits can be attached, by any means, to the aluminium profile or structure or panels or fascia of the standard / basic / premium booth. Any drilling/nailing to the standard / basic / premium Booth panels and shelves is strictly prohibited.
- 2) The Exhibitor shall be liable to pay to the Organisers any loss or damage suffered by failing to comply with paragraph 1, including without limitation the costs of restating and resetting up the standard / basic / premium booth in compliance with the requirements.
- 3) The use of adhesives and glues to the standard / basic / premium booth panels and shelves is strictly prohibited. Any stickers, graphics or any kind of fixtures applied to the standard / basic / premium booth must be removed at the end of the Expo. The Organisers reserve the right to claim the cleaning and damage cost from the corresponding exhibitor if stickers are not fully removed.
- 4) All structures, decoration materials, exhibits, stand materials and the like must be completely removed immediately after the closing of the Exhibition according to arrangements and within the time limits specified by the Organisers. Any materials left behind at the Exhibition Venue shall be deemed abandoned. The Organisers reserve the right to claim any waste disposal cost from the corresponding exhibitor due to their negligence.
- 5) No items could exceed a height of 2.5m or extend beyond the boundaries of the booth allocated. These include, but are not limited to, fittings, exhibits, and company names, advertising material logos, inflatables brought along by the Exhibitor.
- 6) The fascia panel and its fixing structure must not be removed.
- 7) If any booth with fittings differs from the approved specifications or does not conform to the Organisers' rules and regulations, the Organisers reserve the rights to alter or remove the fittings without prior notice at the Exhibitor's own expense.
- 8) All built-in structures including the lighting fixtures within the standard / Basic / Premium booth must not be removed without the prior approval from the Organisers.
- 9) Installation of electrical equipment, including lighting fixtures, must strictly adhere to the Electricity (Wiring) Regulations of Hong Kong Electricity Ordinance (Chapter 406E). Exhibitors are prohibited to install any sub-standard fittings or wirings
- 10) All lighting fixtures must not be altered or tampered with; if necessary, the work should be done by a locally qualified electrician.



11) If Contractor needs extra electricity, they should order from Official Contractor and pay for extra cost. Any illegal or inadequate electricity wiring or connection will be removed without prior notice or at the Organisers' option the Organisers may impose a surcharge determined by it.

Exhibitors will be requested to remove all the self-made structures and materials immediately upon request and the Organisers reserve the right to terminate your future participation in the Eco Expo Asia should we found any violations of the above rules and regulations.

Hong Kong Trade Development Council Messe Frankfurt (HK) Ltd



通告 (7) - 自行更改標準 / 基本 / 特級展台設施

主辦機構嚴禁各參展商在其標準攤位內自行加建設施,現特請各標準攤位之參展商注意以下事項(參展商手冊第 4.1條):

4.1 標準 / 基本 / 特級展台

所有標準 / 基本 / 特級展台的設計、搭建及裝修工作均由主辦機構負責。大會提供的設施包括圍板、公司名牌、桌子、椅子、陳列架、地櫃、聚光燈及地毯等。主辦當局有權在展覽會開幕前,更改所提供的設施,並有權將開關 掣及過載保護分線箱安裝於展台內的適當位置。

主辦機構負責免費提供公司名牌。公司名牌之正確英文寫法將採用申請表格所提供之名稱作準。

一般而言,參展商不得以任何形式改動展台結構或拆除展台的任何部份。參展商如有特別需要,如更改設施位置或刪除設施,須填寫**表格3及表格5「額外/改動設施服務申請表」**,並於**2024年9月17日前**交回主辦機構。

如有需要刪除任何標準設施,請於2024年9月17日前通知主辦機構,可免收費用。

租用標準 / 基本 / 特級展台的參展商及其委託之承建商必須遵守下列各項規定:

- 1) 使用標準 / 基本 / 特級展台的所有參展商只可裝飾其展台範圍的內部。標準 / 基本 / 特級展台鋁架或結構或 圍板或公司名牌上均不能以任何方式附加任何額外的展台裝置、結構、燈具、陳列品、裝飾物或展品等。嚴禁 在標準 / 基本 / 特級展台的圍板及陳列架作任何鑚孔/打釘。
- 2) 參展商須負責就因沒有遵從第1段而引致的任何損失或損害,向主辦機構支付款項,包括但不限於遵從有關規定重新整理及重新搭建標準 / 基本 / 特級展台的費用。
- 3) 嚴禁在標準/基本/特級展台的圍板及陳列架施用強力黏貼劑或膠水。所有張貼於標準/基本/特級展台的的膠貼、繪圖或任何附着物必須於展覽會完結時清理妥當。假若膠貼等物品未有妥善清理,主辦機構有權向有關參展商收取清理費及損毀之賠償。
- 4) 展覽會完結時,所有結構、展品、展台物料必須在主辦機構規定的指定時間內妥善清理。任何展品、展台物料 擱置於展覽會場將視為棄置物品,主辦機構會向有關參展商收取所需的清理費用。
- 5) 任何物品的高度不得超過2.5米,或伸展超逾劃定的展台界限。有關物品包括但不限於參展商帶來的裝置、展品、公司名牌、宣傳材料、標記及充氣物。
- 6) 不得拆除公司名牌及其固定構件。
- 7) 如附有裝置的任何展台有別於認可規格或不符合主辦機構所訂之規則,主辦機構保留權利進行改建或清拆裝置 而毋須事先通知。有關費用一概由參展商負責。
- 8) 未經主辦機構事先批准,不得拆除標準 / 基本 / 特級展台內任何原有構件,包括照明裝置。
- 9) 參展商裝設的電器設備〔包括照明裝置〕必須嚴格遵循香港《電力條例》之《電力〔線路〕規例》〔第406E章〕。 嚴禁參展商安裝任何未符標準的裝置或電線。
- 10) 不得改動或干擾任何照明裝置;如有需要,有關工程必須由本地合資格電力技師施工。
- 11) 如承建商需額外供電,應向大會指定的承建商申請並支付額外費用。電力線路或接駁如有任何違法或不足之處,均會被清拆而毋須事先通知,或者在主辦機構的選擇下,主辦機構可收取其所釐定的附加費用。

如發現有參展商違反上列規定,主辦機構有權要求該參展商即時拆除有關之結構及物料並保留拒絕該參展商日後參加國際環保博覽的權利。



Circular (8) - Green Tips to Exhibitors

Booth set up and decoration

- NO FOAM BOARDS for the production of exhibition materials and adoption of environmentally-friendly display materials which can be recycled, reused or upcycled (please make reference to Appendices 1 & 2).
- Adopt reusable exhibition materials as far as possible.
- Avoid or reduce using excessive packaging materials and decorations.
- Use natural decorative materials such as green plants.

Promotion

- Go electronic, avoid/reduce printed promotional materials and one-off publicity materials that cannot be reused.
- Avoid producing and distributing excessive souvenirs, and may replace them in electronic form, such as e-coupons.
- Not to use or distribute disposable plastic products as promotional materials (e.g. inflatable cheer sticks, balloon sticks, plastic-packaged tissue paper for promotional use, etc.).

During the exhibition

- Not to provide any form of shopping bags or plastic umbrella bags to participants.
- Minimise the distribution of unnecessary printed materials to the participants.
- Bring your own reusable cups/water bottles and tableware.
- To arrive the fairground by public transports or shuttle bus provided by the Organisers.

After the exhibition

- Recycle or donate the spent materials.
- Make good use of the recycling facilities and recycle right.
- Record the quantities of unused materials for better estimation of the required quantities of materials for next year to avoid wastage.
- Take back all materials for future use to achieve "Zero Waste".

Please refer to the Green Event Guidebook by visiting the weblink below for more information: https://www.wastereduction.gov.hk/en-hk/waste-reduction-programme/greening-your-events

Hong Kong Trade Development Council Messe Frankfurt (HK) Ltd



通告(8) - 環保小貼士—參展商篇

<u>展覽攤位製作及佈置</u>

- 在展覽攤位之製作選材不要使用發泡膠板,應採用可回收、重用或可升級再造的環保物料(請參考附錄一及二)。
- 盡量使用可重用的展覽物資。
- 避免或減少使用過多的包裝物料及裝飾佈置。
- ▶ 使用天然佈置材料,如植物。

推廣宣傳

- 以電子化形式宣傳,應避免/減少印製推廣資訊及一次性而不能再重用的宣傳品。
- 避免製作及派發過多紀念品,並可以電子形式作替代,例如電子優惠券。
- 不應使用或派發即棄塑膠產品的宣傳物品,例如充氣打氣棒、氣球棒、宣傳用塑膠包裝紙巾等。

展覽期間

- 不向參加者提供任何購物袋及派發雨傘膠袋。
- 盡量減少向參加者派發不必要的印刷品。
- ▶ 自備可重用水杯/水樽及餐具。
- 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。

展覽結束後

- 將用過的物資回收或作捐贈。
- 善 善用場地回收設施及正確地將回收物分類及回收。
- 記錄剩餘的物資及展品,用作估算來年所需的物資數量,以減少浪費。
- 帶走所有剩餘物資及展品於下次再使用,以達至「零廢物」。

如欲了解更多減廢措施,歡迎參閱《大型活動減廢指南》:

https://www.wastereduction.gov.hk/zh-hk/waste-reduction-programme/greening-your-events

香港貿易發展局

法蘭克福展覽(香港)有限公司



Circular (9) – Fair Notices 通告 (9) – 展會通告

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1. Booth Decoration and Exhibits should be Ready before the Opening 準時開放攤位予買家參觀

To ensure all exhibitors and buyers have sufficient time for trade activities during the fair period as well as upholding the quality of Eco Expo Asia, 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.

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,並看守其攤位,展覽會將每日準時開放予買家進場參觀。

2. Construction Waste and Exhibit Sample Disposal 棄置建築廢料及展品

This is to notify you that the dumping of contractors' and exhibitors' samples, packing, construction and waste materials in the exhibition halls, loading docks and fire exit areas at all Organisers' Trade Fair venues is strictly prohibited. Any such materials will be removed and destroyed without further notice and the contractor or exhibitor concerned shall be liable for all expenses and costs thereby incurred.

If you wish to report the dumping of any materials in such areas, please contact the Fair Management Office. Thank you for your co-operation.

承建商及參展商的展品、包裝材料、施工物料及廢物,一律不得棄置在主辦機構所有展覽會會場之展覽地點、卸貨區 及走火通道範圍內,特此通告。所有棄置在上述範圍的物料均會被清理及銷毀,不作另行通知,所需費用概由有關承 建商或參展商負責。

如發現棄置在上述範圍的物料,請與主辦機構辦事處聯絡。多謝合作。

3. Caution on Rental of Credit Card Payment Terminals 提防有關信用卡終端機租賃服務

The Fair Organisers are 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 Organisers would like to clarify that they have **NOT** appointed any credit card payment terminal providers in **ALL** HKTDC / MFHK fairs. To protect your own interests, you are reminded to exercise due diligence and read all contracts carefully before appointing any service providers.

The Organisers would also like to remind exhibitors that no retail sales should be conducted at the Eco Expo Asia (except on 2 November Public Day). Should you have any questions, please contact Ms Yuki Cheung, Exhibitions Project Manager at Tel: (852) 2240 4469; or via email address: yuki.yy.cheung@hktdc.org of the Hong Kong Trade Development Council.

主辦機構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。主辦機構特此澄清主辦機構並**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。



主辦機構提醒所有參展商不得在展覽會期間進行零售活動(11 月 2 日公眾日除外)。如有任何問題,請與主辦機構展覽項目經理張玉意小姐聯絡,電話: (852) 2240 4469 或 電郵: yuki.yy.cheung@hktdc.org 。

4. 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.

分租

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,有關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。



展品類別

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。

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

1) Exhibitors from outside Hong Kong

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

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

2) Exhibitors from Mainland China

Where Mainland China exhibitors participating in trade fairs are concerned, it should be noted that they must apply for exit permission from the relevant Mainland China 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 Mainland China are required to meet Hong Kong Immigration regulations as stipulated in item 1 of the above.

3) Hong Kong Exhibitors

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

For details of Hong Kong immigration regulations, you may access the Immigration Department's website (www.info.gov.hk/immd/). If you have any queries regarding the above, please do not hesitate to contact the Organisers.

1) 來自香港以外的參展商

根據香港入境事務處的政策,外來旅遊人士可憑觀光、購物、洽談合約及出席會議等理由在香港逗留,唯逗留期間,旅遊人士必須遵守香港入境規例內訂明的若干條件。根據有關條件,旅遊人士不得從事僱傭工作(無論受薪或非受薪),亦不得開設或參與任何業務。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) 中國內地參展商

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

3) 香港參展商

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

有關香港入境規例詳情,請瀏覽香港入境事務處網址(<u>www.info.gov.hk/immd/</u>)。如對上述規定有任何疑問,歡迎聯絡主辦機構.



6. 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 have 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 Organisers do 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 International Fairs Directory, you should notify Construct Data and / or Commercial Online Manuals 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 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/。



7. Electricity Supply and Fair System & Furniture 電力供應與攤位結構及傢俱

Electricity Supply 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. No multi-plug or extension cord are allowed to be connected to the socket.

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 萬能播頭或拖板,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。



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。



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 undertakes to indemnify the organizer from any claims caused by their decoration / construction works done to the shell scheme.

參展商保證,對於任何因其或其聘用之承建商於展台施工或佈置而引致的索償,主辦機構毋須負責。

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.

建議参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,参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。



8. 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,展覽會將不設租用手推車服務。參展商如需要使用手推車,請自行安排。

9. 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 5.2 for ordering).

All exhibitors are kindly reminded that the free Wireless LAN service operated by AsiaWorld-Expo intends only for light and casual 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 (852) 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 (請見表格 5.2)。

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 (852) 3606 8000。

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

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 Organizer 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, parent, associate, 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 **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. <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. <u>original</u> evidence on proof of ownership of the copyright work for example, in the event the author of the copyright work is an employee of the Complainant, that employee's contract of employment; or in the event the author of the copyright work is not the Complainant nor its employee, copyright assignment evidencing the assignment of copyright from the author to the Complainant; and
- 6. 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 <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

 Original or certified copy of a valid Certificate of Registration of Design in <u>Hong</u> <u>Kong</u> including any renewal certificates or proof of renewal (NOTE: foreign registrations will <u>not</u> be accepted).

D. Patent

- 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
- 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.

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

附件 展覽會保護知識產權措施

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

處理投訴程序

- 1. 假若閣下欲提出有關侵犯閣下知識產權的投訴,請向主辦機構辦事處報告,本局的負責人員以及候命的法律顧問(「法律顧問」)將會處理有關投訴。法律顧問將於展覽會開放期間候命,如投訴人/參展商根據參展商須知向本局作出侵權投訴,法律顧問將於收到本局有關通知後的合理時間內抵達主辦機構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。
- 4. 假若法律顧問根據投訴人提供之文件,認為投訴人之知識產權有效,而且被有關參展商之 展品或物品侵權,本局負責人員會前往涉嫌侵權參展商攤位處理該投訴。

- 5. 法律顧問亦會檢查有關涉嫌侵權展品或任何具爭議的物品有否於本局的網站 (www.hktdc.com) 上顯示。若有該等發現,本局有全權絕對酌情決定權根據本局之網上推廣 條款及條件 停止顯示涉嫌侵權的產品之連結或以其他方式從本局的網站取下/刪除涉嫌侵 權的展品以及其有關物品,恕不作另行通知。
- 6. 本局作為主辦機構,有權即時為涉嫌侵權展品或任何具爭議的物品拍照最少三張。
- 7. 除非有關參展商能提出使法律顧問認為滿意的證據顯示其有權經營該等涉嫌侵權的展品或物品,否則會被要求立即收回有關產品或物品以及不得在展覽會舉行期間經營所涉產品,同時須立即簽字作出承諾,而承諾書副本及一張相片則會交予被投訴人及有關參展商。本局會保留一份承諾書副本及一張相片作為紀錄。
- 8. 假若本局獲悉有參展商因涉嫌侵犯版權及/或商標而被香港海關調查,本局將要求該參展商立即收回所涉產品或物品。
- 9. 假若有關參展商拒絕合作或違反上述第 6 及/或第 7 及/或第 8 項條款,本局有權利及權力, 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:
 - o 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. 参展商雖然應本局要求簽署承諾書及讓本局職員為涉嫌侵權的展品或物品拍照,但拒絕收回涉嫌侵權的展品或物品,及有關展品或物品其後被香港法庭裁定侵權。
- 3. 參展商雖然立即收回涉嫌侵權的展品或物品,並簽字承諾在展覽會舉行期間不再展示或經營所涉產品,但其後被發現違反承諾。在此情況下,本局有權即時取消有關參展商的參展資格,同時毋須退還已收取的參展費。
- 4. 参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. 参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

版權條例 (香港法例第 528 章)

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

商品說明條例 (香港法例第 362 章)

根據商品說明條例,任何人士:

(i) 將虛假商品說明應用於任何貨品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**所有**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;
- 4. 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
- 6. 發票、貨運文件或其他文件的<u>正本</u>,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。

1. 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

1. 有效的香港外觀設計註冊證書正本或核證副本,包括續期證書或證明 (註:任何非香港的註冊均不接受)。

D. 專利

- 1. 有效的香港專利權證書正本或核證副本,包括續期證書或證明 (註:任何非香港的註冊均不接受);及
- 2. 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。

*本局保留隨時更改參展商須知內的任何內容(包括但不限於提出投訴的所需文件)的權利,並無需另行通知。