

APPLICATION FORM for BELT AND ROAD SUMMIT EXHIBITION

「一帶一路」高峰論壇展覽 - 參展申請表

Application Deadline

截止日期

19/7/2024

Remarks 附註:

Subject to availability, the Organiser reserves the right for the final decision on the application.

主辦機構將因應展位情況作出安排，並保留最終決定權。



Organisers 主辦機構:



中華人民共和國香港特別行政區政府
The Government of the Hong Kong Special Administrative Region
of the People's Republic of China



Important Notice 重要事項

- ◆ All information must be completed in English unless otherwise stated. 除註明外，所有資料請以英文填寫。
- ◆ The "Contact Details" may be posted on the Summit website. 聯絡資料將登載於論壇網站內。
- ◆ The "Fascia Name on Booth Top" will be used for publicity and booth fascia. 展位頂部顯示之名稱將用作宣傳及攤位之公司招牌。
- ◆ 所有中文譯本只供參考，若中文譯本與英文版本之文義有異，一概以英文版本為準。

PART I Company Information

第一部分 公司資料

(Information provided will be published in the Summit booklet. 所提供的資料將為製作論壇場刊之用。)

COMPANY NAME 公司名稱

(English)

(中文)

The "Company Name" should be the same as appeared on the Business Registration Certificate. Please submit a copy of the Business Registration Certificate. 「公司名稱」應與商業登記證上所列之相同。請提供商業登記證副本。

FASCIA NAME ON BOOTH TOP 展位頂部顯示之名稱

(English)

(No more than 20 English letters 不超過 20 英文字母)

COMPANY CONTACT DETAILS 公司聯絡資料

Address 地址:

(English)

(中文)

Tel 電話:

Country Code Area Code Telephone

Fax 傳真:

Country Code Area Code Telephone

E-mail 電子郵件:

Website 網址:

CONTACT PERSON CONCERNING EXHIBITION ISSUES 有關參展事宜之聯絡人

Name:

Dr Mr Mrs Ms Miss Prof

姓名:

博士 先生 太太 女士 小姐 教授

Position:

職位:

Tel 電話:

Country Code Area Code Telephone

E-mail 電子郵件:

PART II Exhibition Fee
第二部分 參展費用

	Exhibition Format 參展形式	No. of Booth(s) 攤位數量	Exhibition Fee 參展費	Total Exhibition Fee 參展費合計
<input type="checkbox"/>	6 sqm Premium Booth 6 平方米特級展位	_____	USD3,335	USD _____
<input type="checkbox"/>	3 sqm Standard Booth 3 平方米標準展位	_____	USD1,935	USD _____
<input type="checkbox"/>	Custom Built Participation (includes carpeted space only) 淨地展位 (只包括地毯)	_____ sqm 平方米 (min. 18 sqm) (最少 18 平方米)	USD160 (per sqm 每平方米計)	USD _____

*Exhibitors who submit their application form on or before **28 June 2024** is entitled to **10% early-bird discount**. 參展商如在**2024年6月28日**或之前遞交報名表格，可享**9折早鳥優惠價**。

Please declare if the Exhibitor have received/applied/intend to apply for any government funding?
參展商是否已接收/申請/將申請任何政府資助？

Yes 是 (Please state: _____) No 否

Remarks 附註：

- All booth requests are subject to availability and the Organiser's discretion. The Organiser reserves the right for the final decision on the allocation of booth. 主辦機構將因應展位情況做出安排，並保留對展位申請及分配之最終決定權。
- The Organiser reserves the right to change the booth assignment, configuration, facilities and / or amend the floorplan at any time without giving notice to the Exhibitor.
主辦機構保留權利隨時更改展位位置、規格、設施及展覽會的圖則，毋須通知參展商。
- The Exhibitor warrants that any materials provided to the Organiser do not in any way whatever violate or infringe any third party's rights including all intellectual property rights including but not limited to trade marks, copyright, designs, names, and patents whether registered or otherwise. The Exhibitor agrees to fully indemnify the Organiser and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any third party's claim of infringements by the Exhibitor and / or the Organiser and / or the latter's agents, representatives, contractors or employees of such third party's rights.
參展商保證提交予主辦機構的任何資料，在各方面均沒有違反或侵犯任何第三者的權利，包括所有知識產權，其中包括但不限於已註冊或未註冊的商標、版權、外觀設計、名稱及專利；並同意悉數賠償主辦機構以及其代理、代表、承包商和僱員因第三者指控參展商及 / 或主辦機構及 / 或後者的代理、代表、承包商和僱員侵權而招致的費用、開支及索償。

PART III Application and Payment Method
第三部分 報名及繳費方式

Please return the application form on or before the application deadline (**19 July 2024**).
請於截止報名日期前 (**2024年7月19日**) 把參加表格交回香港貿易發展局。

Please note that all payment should be remitted from the bank account which the Account Holder name is the same as the Company Name filled in Part I. 所有款項應從第一部分填寫之公司名稱相同的銀行賬戶匯出。

by Bank Transfer (Please note that all remittance charges are to be borne by the remitter)
銀行轉賬 (所有匯款手續費由匯款方自行承擔)

Account Holder: Hong Kong Trade Development Council
USD Saving Account No.: 002-7-642925
Bank: The Hongkong & Shanghai Banking Corporation Limited
Bank Address: 1 Queen's Road Central, Hong Kong
Swift Code: HSBCHKHCHKH

Notes for Payments:

- All banking charges, if any, are to be borne by the participant. 所有匯款手續費(如有)由參展商(匯款方)自行承擔
- The participation fee and all monies payable to HKTDC are exclusive of all taxes. If there is any withholding or deduction in respect of any taxes, duties or other charges, on the participation fee and all other payments, it will be the responsibility of the participant. 參與費及所有應付予香港貿發局的款項不包括所有稅項。如果有關於任何稅項、關稅或其他費用，參與費和所有其他費用的扣繳或扣減，將由參與者承擔責任。
- Please quote "Belt and Road Summit 2024 Exhibition Fee" in the remittance document as the remittance message for our verification. 請於匯款通知書註明 [一帶一路高峰論壇 2024 參展費用]，方便核實款項。
- A copy of the bank's remittance advice should be e-mailed to vincent.wk.tam@hktdc.org. 請將匯款通知副本電郵至 vincent.wk.tam@hktdc.org。

PART IV Company Profile and Logo

第四部分 公司簡介及商標

Please provide the information below to **Ms Amy Li** via e-mail: amy.sy.li@hktdc.org for publicity use.

請將以下資料電郵至 amy.sy.li@hktdc.org 李小姐 收，以供宣傳之用。

1. **Chinese and English company profiles** to be featured on Summit website, with no more than 150 Chinese words and 100 English words, in MS Word format. 中文及英文公司簡介將展示於論壇網站，不多於 150 中文字及 100 英文字，並以 MS Word 文檔格式提交。
 2. **Company logo** to be listed in Summit website, in jpg format (Resolution: at least 300 dpi / File size: exceed 5MB) 公司商標將展示於論壇網站內，請以 JPG 格式儲存 (像素: 最少 300 dpi / 檔案大小: 超過 5MB)
- * Please note that the company profile will not be used if it exceeds the word limit. 如公司簡介超過字數上限，簡介將不被採用。

We (Name of Company) _____

hereby apply to participate in the exhibition. We understand that the exhibition fee is non-refundable and agree to be bound by the provisions of all documents forming part of the application form, including but not limited to, the attached Conditions of Participation.

We hereby declare that the information given in the application form is true and correct to the best of our knowledge. We understand that any false or misleading information given by us to the Hong Kong Trade Development Council (HKTDC) will lead to the rejection of our right to participate in the exhibition. We confirm that we have the consent and the authority of each individual named in this form to release their personal data for the purposes stated herein.

我們 (公司名稱) _____

謹此申請參加展覽。我們明白參展費用不設退款，並同意接受構成申請表一部分的所有文件的條文所約束。

我們謹此聲明，就我們所知，申請表上所填寫的資料均屬真實正確。我們明白向香港貿易發展局(“貿發局”)提供任何錯誤或有具誤導性質的資料將導致我們參加展覽的權利遭拒絕受理。本人確認已獲得此表格上所述的每一位人士同意及授權，將其個人資料提供予貿發局作此表格提及的用途。

- I confirm that I have read, understood, and agree to the above Terms and Conditions and Disclaimer, and would like to join the Exhibition Zone of the Belt and Road Summit.

本人確認，本人已閱讀、明白並同意以上條款及條件和免責聲明，並欲參加「一帶一路」高峰論壇展覽。

- I confirm that I have read, understood, and agree to HKTDC's [Terms of Use](#) and agree that the above information may be used by HKTDC for incorporation in all or any of its databases for business matching, in connection with the Advisory Service and for communication with me or my company, and for any other purposes as stated in the [Privacy Policy Statement](#).

本人確認，本人已閱讀、明白並同意貿發局的[使用條款](#)，以及同意貿發局可將上述資料編入其全部或任何資料庫內，以作商貿配對、與諮詢服務相關的及與本人或本人的公司往來通訊，以及於[私隱政策聲明](#)中所述的任何其他用途。

- If you are from a member state of the European Union (“EU”) / European Economic Area (“EEA”), please tick here if you accept our use of your provided data for direct marketing purposes. For non-EU/EEA users, please skip this box which is solely for EU/EEA users as required by the relevant data protection law in the EU.

若閣下來自歐洲聯盟(“歐盟”)或歐洲經濟區的成員國，並同意我們將閣下的資料用作進行直接推廣的用途，請於方格內加上✓號。此選項是按歐盟有關保護個人資料法律的要求而設，對於非歐盟/歐洲經濟區的客戶，請略過此項。

- Please check if you do not wish to receive promotional materials by email from HKTDC. (Please contact our Customer Service at (852)1830 668 or hktdc@hktdc.org if you do not wish to receive promotional materials by fax or mail from HKTDC.)

若閣下反對我們將閣下的資料用於進行直接促銷，請於方格內加上✓號。(若閣下不欲收取香港貿易發展局的任何宣傳及其他資料，請聯絡本局客戶服務部 (852) 1830 668 或 hktdc@hktdc.org，我們在收到閣下要求後，會在不收費用的情況下停止寄給閣下任何宣傳及其他資料。)

Company Stamp & Authorized
Signature _____

公司印章及負責人簽署

Date _____

日期

Full Name of Authorized Person _____

負責人姓名

Position Held _____

職位

CONDITIONS OF EXHIBITION

1. DEFINITIONS

In these Conditions of Exhibition and the Application Form, save as the context otherwise requires:

"Applicant" means the company named in Section I of the Application Form.

"Application" means the application by the Applicant to exhibit in the Belt and Road Summit, made by submitting the Application Form together with all necessary payments to the Council.

"Application Form" means the application form to which these conditions are annexed.

"Booth" means a booth in the Belt and Road Summit, which the Council licenses the Exhibitor to use for the duration of the Exhibition.

"Conditions" means these Conditions of Exhibition as amended by the Council from time to time.

"Council" means the Hong Kong Trade Development Council.

"Executive Director" means the Executive Director appointed by the Council from time to time;

"Summit" means the Belt and Road Summit named in the Application Form.

"Exhibition Fee" means the amount payable by the Exhibitor to the Council for the right to exhibit in the Belt and Road Summit, as specified in Section II of the Application Form.

"Exhibition Zone" means the exhibition organised by the Council to accommodate all exhibitors, which will be built on a specified location assigned by the exhibition organisers.

"Exhibitor" means the Applicant after its Application has been accepted by the Council.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Optional Exhibition Expenses" means the amount payable by each Exhibitor for additional facilities and services such as shipment of samples, extra stand facilities and interpreters, provided by the Council at its request, which amount shall be determined by the Council.

"Project Manager" means the project manager for the Exhibition Zone at the Belt and Road Summit appointed by the Council.

"Publicity Material" means all and any promotional gifts, catalogues, pamphlets, advertising and publicity material whatsoever which the Exhibitor wishes to display, distribute or use at or for the purpose of the Exhibition.

"Related Companies" in respect of the Applicant or Exhibitor means its holding companies, subsidiaries and subsidiaries of its holding companies.

2. ACCEPTANCE

(a) The Executive Director, on behalf of the Council, may in her absolute discretion accept or reject the Application without providing any reasons therefor.

(b) The Applicant represents and warrants that none of its Related Companies, associates, or persons or companies that are effectively under its control has applied to exhibit in the Belt and Road Summit. The Council has an absolute discretion to reject the Application or withdraw its acceptance of the Application if the Applicant shall have breached this warranty and representation.

(c) The Applicant is not allowed to exhibit products or materials that would infringe the intellectual property rights of others or that have caused the Applicant accusation or conviction of criminal or civil liability in IPR infringement claim. If the Applicant refuses to cooperate with the Council, the Council reserves the right to ban the Applicant, or any of its parent, associate, affiliated and/or subsidiary company, from participating in any future events organised by the Council.

3. PAYMENT

(a) Upon submission of its Application, the Applicant shall pay to the Council such amounts and in such manner as set out in the Application Form.

(b) If the Applicant has requested for additional facilities and services, it shall further pay to the Council upon submission of its written request for such services and facilities the full amount as the Council in its sole discretion considers appropriate for the Optional Exhibition Expenses if such request is made prior to the commencement of the Exhibition and on-the-spot during the Exhibition.

(c) If the Application is rejected, the Council will within 30 days of the date of notice of rejection refund to the Applicant all amounts received by it from the Applicant pursuant to paragraphs 3(a) and 3(b) above without interest.

(d) When the Application is accepted by the Organiser(s), the Applicant will become an Exhibitor. If the Exhibitor subsequently wishes to withdraw its participation, it may be done so by notice in writing to the Organiser(s) where upon the Exhibition Fee will be forfeited.

The Organiser(s) reserves the right to change the date(s) of the Exhibition/ Event to other date(s) (including but not limited to postponing to later date(s)) as the Organiser(s) deems fit, or cancel, alter in character or mode, reduce in scale, shorten or extend the duration of the Exhibition/ Event at any time without incurring any liability whatsoever to the Exhibitor/

Participant due to circumstances beyond the Organiser(s)'s control including but not limited to acts of God, war, health concerns (such as outbreaks of the Severe Acute Respiratory Syndrome, bird flu or other health threats), fear of terrorist attack, riots, demonstrations, travel restrictions, curfew, epidemic, embargo, civil unrest, legal proceedings, industrial disputes of whatever nature, government regulations, the lack of or refusal to grant any government or third party approvals, permits, consents or licences, major disruption of transport system, system malfunctions or failure of telecommunications or other electronic communications that make it in the opinion of the Organiser(s) impossible or impractical or undesirable for the Organiser(s) to hold the Exhibition/ Event as initially planned. The Exhibitor/ Participant shall have no claim against the Organiser(s) or its agents or representatives, whether for loss or damage, or return of all or part of any money paid by the Exhibitor/ Participant in respect of any postponement, cancellation, alteration, reduction, shortening or extension made in accordance with this provision.

(e) The Exhibitor may request for additional facilities and services on-the-spot during the Exhibition but all fees in relation to such request must be paid in full by the Exhibitor before the additional facilities and services are provided by the Council or its contractor. All such requests must be made in writing to the Council directly.

i. In no case will action be taken by the Council until and unless the respective amounts payable pursuant to this paragraph 3 have been paid in full to the Council.

ii. If the Council requests any additional amount to be paid by the Exhibitor, no further action will be taken by the Council until and unless such additional amount has been paid in full to it.

(f) All payments by the Exhibitor to the Council shall be made promptly without any deduction, set-off or counterclaim.

(g) All requests by the Exhibitor for any additional facilities and services are subject to the Council's ability to procure such facilities and services. The Council does not warrant or represent that it will be able to procure any such facilities or services. If the Council is unable to procure the requested facilities or services, it will as soon as practicable inform the Exhibitor and will refund to the Exhibitor any amount received by it in relation to such requested facilities or services.

(h) The Council accepts no liabilities and gives no warranties or representations in respect of the quality, standard, fitness for any purpose, timing of the provision or otherwise of any of the facilities or services provided by the Council at the Exhibitor's request.

(i) The Council shall have discretion to deduct from the amount paid for Optional Exhibition Expenses under paragraph 3(b) against any losses or expenses incurred by it by reason of the failure of the Exhibitor to comply with the Conditions or supplying false or misleading information to the Council.

4. SETTLEMENT OF ACCOUNTS

(a) The Council will issue a statement of account to the Exhibitor setting out the actual cost of the provision of any additional facilities and services.

(b) The Exhibitor shall pay to the Council the amount due to the Council as shown on the statement of account by the due date as set out in the Application Form. The Council reserves the right to reject the processing of the application after the due date for payment.

(c) The Council will refund the amount to be refunded to the Exhibitor as shown on the statement of account on delivering the statement of account to the Exhibitor.

(d) The Council reserves the right to offset any balance to be refunded to the Applicant/Exhibitor against any outstanding liabilities due by the latter to the Council in relation to their participation in the Council's other activities.

(e) No interest will be payable by the Council in respect of any refund amount to the Applicant/Exhibitor.

5. BOOTH

(a) Subject to availability, the Council will in its absolute discretion allocate one Booth to the Exhibitor by way of a licence for the Exhibition of its exhibits and services. The Exhibitor shall have no claims whatsoever against the Council in respect of any loss or damage suffered by the Exhibitor and/or its officers, representatives, agents and employees (including without limitation any loss or damage arising from any liability incurred to third party) howsoever caused by the location, construction or material of the Booth allocated to it unless such loss or damage involves death or personal injury resulting from the negligence of the Council.

(b) The Exhibitor shall not assign its licence to occupy the Booth or part with the possession of or permit any third party to occupy the Booth or any part thereof regardless of the relationship between the third party and the Exhibitor.

(c) In the interests of maintaining a high standard of presentation at the Exhibition Zone and a favourable image of Hong Kong as a whole, the Project Manager may in his/her absolute discretion require the Participant

to withdraw or alter in any way the presentation of any products and services or Publicity Material.

(d) No alteration or addition to the Booth or its fittings may be made by or on behalf of the Exhibitor without the prior permission of the Project Manager.

(e) The Exhibitor must not obstruct or cause to be obstructed any entrances to or passage to or passage ways in the Exhibition.

6. PARTICIPATION IN THE EXHIBITION

(a) The Exhibitor shall ensure that:

i. at least one officer of the Exhibitor shall be in attendance at its Booth at all times when the Summit is open to visitors;

ii. each of its officers shall be fully conversant with the exhibits and services offered;

iii. its officers shall comply with the Conditions and with all directions which the Project Manager may from time to time give in connection with any matter appertaining to the Summit.

(b) The Council reserves the right in its absolute discretion and without giving any reasons to require the Exhibitor to replace any of its officers forthwith.

(c) The Exhibitor shall use its best endeavours to uphold the reputation of the Council and to promote the success of the Summit.

(d) The Exhibitor shall abide by the regulations contained in the official application form submitted to the organisers of the Exhibition Zone by the Council on behalf of the Exhibitor. Such regulations are deemed to be an integral part of the Conditions.

7. EXHIBITS

(a) The Council shall have an absolute discretion to accept or reject any of the Exhibitor's exhibits for exhibiting in the Summit without providing any reason therefor.

(b) The Exhibitor warrants that (i) the exhibits and the packaging, and (ii) all information, statements, photographs and illustration provided for publication of the Summit booklet and/or other publicity materials thereof do not in any way whatsoever violate any third party rights including without limitation trademarks, copyrights, designs, names and patents whether registered or otherwise.

(c) The Exhibitor undertakes not to display anything which is unlawful, in breach of any person's intellectual property, harmful, threatening, violent, offensive, defamatory, libelous, scandalous, seditious, vulgar, obscene, indecent, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable.

(d) The Exhibitor warrants that (i) the exhibits and the packaging, and (ii) all information, statements, photographs and illustration provided for publication of the Summit booklet and/or other publicity materials thereof do not in any way whatsoever violate any applicable laws, rules and regulations of the importing countries.

(e) The Exhibitor shall be solely responsible for and shall settle all expenses and liabilities incurred by it in relation to its exhibition in the Summit, including without limitation all shipping and transportation charges, customs duties, handling charges and other costs and expenses arising from the shipment or any other mode of transportation of the exhibits in connection with the Exhibition Zone.

8. PUBLICITY

The Council will arrange for such publicity for the Exhibition as it shall in its absolute discretion deem fit. No Exhibitor, other officer, representative, agent or employee of the Exhibitor shall give or cause to be given any interview, public announcement, press statement or any other publicity whatsoever in relation to the Summit.

9. INFORMATION

(a) During the Summit, the Exhibitor shall provide the Council with such information as to the business results in the Summit as the Project Manager may from time to time request. Such information will not be divulged to third parties without the Exhibitor's approval, save in relation to collective figures in respect of all or a majority of the persons or companies participating in the Summit.

(b) At the conclusion of the Summit, the Exhibitor shall complete questionnaires on the activities performed and the business carried out by the Exhibitor during the Summit for the information of and further action by the Council.

10. TERMINATION OF RIGHT TO PARTICIPATE

(a) Without prejudice to the Council's other rights and remedies, the Council has the right to terminate forthwith by notice the Exhibitor's right to exhibit in the Summit on or following the occurrence of any of the following events:

i. if the Exhibitor or any of its officers, representatives, agents or employees commits a breach of any of the Conditions;

ii. if the Exhibitor, being a body corporate, enters into liquidation whether compulsorily or voluntarily or compounds with its creditors or questionnaires on the activities performed and the business carried

out by the Exhibitor during the Exhibition for the information of and further action by the Council;

- iii. if the Executive Director in her absolute discretion decides that such right shall be terminated.
- (b) The Exhibitor's right to exhibit in the Exhibition Zone at the Summit shall automatically terminate in the event that all its officers, representatives, agents or employees are refused entry visa or entry permit to the country or place where the Summit shall be held by any competent authorities.
- (c) In the event that the Exhibitor's right to exhibit in the Exhibition Zone at the Summit is terminated, any expenses incurred by the Council for and on behalf of the Exhibitor prior to such termination and all other expenses reasonably incurred by the Council as a consequence of such termination shall be paid on demand by the Exhibitor to the Council.
- (d) The Council reserves the full discretion to terminate the Exhibitor's right to exhibit or continue to exhibit in any future Exhibition Zone at the Summit if the Exhibitor is found to have committed any act including but not limited to failing to respect the intellectual property rights of any other party, non-compliance with product safety, environmental laws and/or any other act which, in the sole opinion of the organiser of the Summit and the Council, might damage the reputation and/or image of Hong Kong, its industries, the Summit, the organisers of the Summit and/or the Council, the Executive Director and/or the Director or the Summit has done or failed to do any act which the Council, in its absolute discretion decides that such right shall be terminated. The Council has absolute right to review the Exhibitor's exhibits before the application is endorsed in writing.

11. FORCE MAJEURE, CANCELLATION AND CHANGES

- (a) The Council shall not be liable in any manner or form for any delay in Exhibition Zone at the Summit or failing to meet its obligations hereunder due to any cause outside its reasonable control including (without limitation) any acts of God, abnormally inclement weather, flood, lightning, storm, explosion, earthquake, subsidence, structural damage, epidemic or any other natural physical disaster, terrorist action or attacks, war, embargo, riot, civil unrest, demonstrations, malicious acts of damage, decree or order, fire, acts of any government authority, failure of the public electricity service, strike, lock-out or labour dispute, epidemic or other health concerns or disease (such as outbreaks of severe acute respiratory syndrome commonly known as SARS, bird flu or other health threats or contagious disease), travel restrictions or major disruption of transport system, curfew, legal proceedings or government action or regulation, industrial political or economic disputes of whatever nature, the lack of or refusal to grant any governmental or third party approvals, permits, consents or licences, systems malfunctions or failure of telecommunications or other electronic communications and which by its reasonable diligence it cannot overcome ("Force Majeure Events").
- (b) Subject to and save as provided under clause 11(c) below, if any of the Force Majeure Events or any circumstance set out in clauses 11(c)(i) to 11(c)(x) below (collectively, the "Unforeseeable Events") occurs and renders it in the sole opinion of the Council (which opinion shall be conclusive) impossible, impractical or undesirable to hold or continue to hold the Exhibition in the manner as initially planned or at all, the Council shall be entitled at any time to take any Action without any liability whatsoever to the Exhibitor, its officers, representatives, agents and employees. For the purpose of this clause, "Action" means any or a combination of the following:
 - i. to cancel, re-schedule, extend, postpone, shorten the duration of, or vary any aspect of, the Summit;
 - ii. to relocate the Exhibitors and/or their Delegate(s), their booths, displayed items or goods and/or any of their properties to a suitable or appropriate location as the Council thinks fit; and/or
 - iii. any act in the opinion of the Council which would mitigate the impact or effect of any of the Force Majeure Events or any circumstance of the Unforeseeable Events.The Exhibitors and/or their Delegate(s) shall pay to the Council on demand any expenses incurred for or on behalf of the Exhibitors and/or their Delegate(s) prior to the Action(s), and all other expenses reasonably incurred by the Council as a consequence of the Action(s).

The Exhibitor shall have no claim against of the Council or its agents or representatives, whether for loss or damage, or return of all or part of any money paid by the Exhibitor in respect of any postponement, cancellation, alternation, reduction, shortening or extension.
- (c) Without prejudice to clauses 11(a) and 11(b) above, and except to the extent that liability may not be so excluded under the applicable laws, the Council shall be entitled to take any Action in the following circumstances and in such case the maximum limit of

the Council's aggregate liability to the Exhibitor and/or their Delegate(s) (if any), whether in contract, tort, negligence, breach of statutory duty or otherwise, shall be no refund of the Exhibition Fee and no other damages, costs, expenses or any other claims or liabilities whatsoever:-

- i. unavailability of the venue where the Exhibition Zone at the Summit is planned to take place;
 - ii. unavailability of any guest or exhibitor initially planned for the Exhibition Zone at the Summit;
 - iii. cancellation of the Exhibition Zone at the Summit or any part thereof by the Council;
 - (a) any of the Force Majeure Events happened before the commencement date of the Exhibition;
 - (b) any potential Force Majeure Events (whether actual or perceived) anticipated by any person, entity or organisation to happen during or after the Exhibition;
 - (c) inaccessibility or decrement of accessibility of the Exhibition Zone at the Summit because of any natural disaster, bad weather, or any undesirable weather forecast or signal issued by any relevant observatory before or during the Summit including but not limited to typhoon, rainstorm or lightning signals;
 - (d) generalised breakdowns or closure of the reservation or Summit registration system in excess of 72 hours; or
 - (e) national mourning;
 - iv. accidental damage, destruction, burglary, theft of any object or property that is necessary to the production or organisation of the Exhibition Zone at the Summit, including but not limited to computers, facilities, furniture, equipment and supplies, accessories, stands, bill boarding, any other equipment for sound, projection, lighting, filming, sound recording, broadcasting and reproduction, including but not limited to lamps, generators, mechanical devices, computers, equipment vehicles, mobile studios;
 - v. attack, murder, murder attempt, violence, chemical or bacteriological contamination, or threat or fear of any of the foregoing disease or threats (whether actual or perceived) at the place, venue or neighbourhood where the Exhibition Zone at the Summit is to be held;
 - vi. any action taken for the purpose of controlling, preventing, suppressing or in any way relating to any act of terrorism or disease, or fear thereof (whether actual or perceived);
 - vii. any strike, riots, demonstrations, disease (whether actual or perceived) whose effective commencement has been or is likely to be announced before the commencement date of the Summit;
 - viii. national mourning following any accident or incidence;
 - ix. any communicable disease or threat or fear of communicable disease (whether actual or perceived) which leads to or is likely to lead to:
 - (a) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency, and/or
 - (b) any travel advisory or warning being issued by any national or international body or agency; or
 - x. in any other circumstances where the Council determines that the Action is suitable, appropriate or necessary and the Council has not effectively excluded its liability to the Exhibitors and/or their Delegate(s) hereunder pursuant to clauses 11(a) and 11(b) above.
- (d) In the event that the Exhibitors and/or their Delegate(s) makes his/her own travel and accommodation arrangements for attending the Exhibition Zone at the Summit, he/she/it shall be solely responsible for all the expenses incurred for such arrangements including without limitation air travel, ground or sea transportation, hotel accommodation, food, visa or entry permit, tax, travel insurance or any other applicable insurance and/or other related expenses. The Exhibitors and/or their Delegate(s) further agrees that he/she/it should also ensure that he/she meets with the travel requirements to enter Hong Kong, and obtain any and all necessary travel documents and visa/entry permits to travel to and from his/her home country. The Exhibitors and/or their Delegate(s) understands that Council shall not be held responsible for, or for any expenses incurred by the Exhibitor and/or his/her Delegate(s) for his/her travel and accommodation arrangements nor to confirm his/her visa/entry permit requirements to enter Hong Kong.

12. EXCLUSION OF LIABILITY

- (a) The Council shall not be liable for any loss, damage or personal injury howsoever suffered by or caused to the Exhibitor or its officers, representatives, agents, employees or any third party, or its exhibits or other property in the course of or in relation to the Exhibition Zone at the Summit, unless such loss, damage or

personal injury shall be caused by any breach by the Council or its employees of the Conditions.

- (b) The Council assumes no responsibilities for any introduction or transaction made between the Exhibitor and any third party during or as a result of the Exhibition at the Summit.
- (c) The Exhibitor shall be responsible for effecting all insurance coverage necessary in connection with its exhibition in the Exhibition Zone at the Summit including but not limited to insurance in respect of the exhibits, its other property and its officers (including travel and medical insurance).
- (d) The Exhibitor undertakes to indemnify and at all times hereafter to keep indemnified the Council from and against all liabilities, actions, proceedings, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to any act, omission or default by the Exhibitor or its officers, representatives, agents and employees in the course of or in relation to the Exhibition at the Summit.

13. CONFIDENTIAL INFORMATION

The Exhibitor shall not disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to the business or affairs of the Council or other participants in the Summit which has been acquired by reason of the Exhibitor's participation in the Exhibition Zone at the Summit.

14. WAIVER

No failure or delay by the Council in exercising or enforcing any right or power hereunder shall operate or be construed or operated as a waiver thereof. No waiver of any breach shall be construed as a waiver of any continuing or subsequent breach.

15. NOTICE

- (a) Every notice or demand shall be in writing but may be given or made by post, email or fax.
- (b) Every notice or demand to be given by the Council may be sent to the e-mail or address of the Exhibitor stated in its Application Form. Every Notice to be given by the Exhibitor to the Council shall be sent either to the office of the Council at 38th Floor, Office Tower, Convention Plaza, 1 Harbour Road, Hong Kong, or the e-mail address at beltrandroadsummit@hktdc.org.
- (c) Every notice or demand shall be deemed to have been received in the case of an email, or fax, at the time of dispatch, and in the case of a letter three days after the posting of the same by prepaid post.

16. GENERAL

- (a) Nothing in the Application Form or the Conditions shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between the Council and the Exhibitor.
- (b) The Application Form and the Conditions embody and set out the entire agreement and understanding of the parties and supersede all prior oral or written agreements, understandings or arrangements between the Council and the Applicant relating to the Exhibition at the Summit.
- (c) The Council reserves the right to alter and amend any of these Conditions and to issue additional rules and regulations (including but not limited to the exhibitors' manual) at any time it considers necessary for the orderly operation of the Summit. The amended Conditions and the additional rules and regulations shall be sent to the Exhibitor and become effective immediately. The Exhibitor will be deemed to have notice of the same and have accepted the amended Conditions and the additional rules and regulations. The Exhibitor acknowledges that the Council shall have the right to interpret these Conditions, additional rules and regulations together any amendments thereof. All interpretations of these Conditions, any additional rules and regulations, and any amendments thereof by the Council shall be final and binding on the Exhibitors.

17. GOVERNING LAW

The Application Form and the Conditions shall be governed by and construed in all respects in accordance with the laws of Hong Kong and all the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.