

# Exhibition Rules & Regulations

## 1. Definitions

- 1.1 In this Regulation, the following words and expressions shall (except where the otherwise requires) have the following meanings:-
- “Applicant” the sole proprietorship, partnership or limited company whose details are specified in the Application Form;
- “Application Form” the application form for the Applicant to apply for the right to exhibit at the Exhibition, which a copy of this Regulation is attached;
- “Associates” (a) any employees, contractors, subcontractors, representatives, or agents of the Exhibitor or its Associates; and  
(b) in relation to an individual Exhibitor means any relatives of the Exhibitor and any company which the Exhibitor or its relative is shareholder or director of such company; and  
(c) in relation to a corporate Exhibitor means any shareholders or directors of the Exhibitor and any relatives of such shareholders or directors and any company which the Exhibitor or its shareholders or directors or any of their relatives is a shareholder or director of such company;
- “Complainant” the Exhibitor filing a complaint to the Organizer in respect of an infringement of intellectual property rights at the Exhibition;
- “Exhibition” the exhibition to be known as Asia Expo which will be organized by the Organizer at the Exhibition Venue during the Exhibition Period;
- “Exhibition Period” the period between 26 - 29 January 2009
- “Exhibition Venue” Grand Hall - Olympia, London, United Kingdom
- “Exhibitor” the relevant Applicant who the Organizer has accepted, in writing, its application to exhibit at the Exhibition;
- “Organizer” Kenfair International (Overseas) Limited;
- “Participation Fee” the participation fee specified in Part Three of the Application Form;
- “Products” any goods, products, items samples or exhibits displayed by the Exhibitor at the Exhibition;
- “Regulations” the provisions contained in these “Exhibition Rules & Regulations”;
- “Space” the area within the Exhibition Venue where the Exhibition will be conducted;
- “Stand” the area within the Space designated to the Exhibitor for the purpose of exhibiting and promoting its Products. This may include the structure and partitioning of the booth as the case may be, but for the avoidance of doubt shall exclude any areas in front of the booth.

## 2. Application Form

- 2.1 The Exhibitor acknowledges that by signing the Application Form, it has agreed and undertaken to comply with all its obligations under the Regulations and any other additional rules and regulations prescribed by the Organizer under paragraph 19 below.
- 2.2 Notwithstanding payment or acceptance of the Participation Fee or part thereof, submission of the Application Form to the Organizer does not create, whether express or implied, any rights on the part of the applicant or any obligation or liability to perform any function or duty on the part of the Organizer.
- 2.3 The Organizer has the sole and absolute discretion to accept or reject, without giving any reason or explanation, the Applicant’s application to exhibit at the Exhibition.
- 2.4 The Organizer will notify the Applicant in writing whether its application to exhibit at the Exhibition is accepted or rejected not less than two (2) months after receipt by the Organizer of the Application Form (but in any event before the commencement of the Exhibition Period).
- 2.5 Where the Applicant/Exhibitor is a business entity or a corporation, the Organizer may at any time require the Applicant/Exhibitor to produce copies or certified copies of the Applicant’s/Exhibitor’s Certificate of incorporation, business registration certificate, and/or any other company registration documents.

## 3. Participation Fee & Payment

- 3.1 The Applicant will pay the Participation Fee in the following manner:-
- (a) fifty per cent (50%) of the Participation Fee at the time of submission of the Application Form;
- (b) the balance of the Participation Fee no later than six months before the commencement of Exhibition Period; which payment will be non-refundable except:-
- (c) when the Organizer has rejected the Applicant’s application to exhibit at the Exhibition, the Organizer will refund in full but without interest that part of the Participation Fee paid by the Applicant; or
- (d) when the Organizer has cancelled or materially reduced or shortened the Exhibition under paragraph 18.2 below, the Organizer may in its sole and absolute discretion refund without interest such amount, if any, of the Participation Fee as the Organizer thinks appropriate; and any refund will be made within two months after the Applicant/Exhibitor having been notified in writing that its application has been rejected or the Exhibition is cancelled or materially reduced or shortened, as the case may be.

## 4. Publicity and Promotion for the Exhibition

- 4.1 The Organizer shall arrange and be responsible for all publicity and promotional arrangements for the Exhibition both overseas and in Hong Kong. The Exhibitor and its Associated must not give or cause to be given any interview, public announcement, press statement, or any other publicity or promotion whatsoever in relation to the Exhibition without the prior written approval of the Organizer.
- 4.2 The Exhibitor will permit the Organizer and its agents to disclose to any third party, for the purpose of publicizing and promoting Exhibition, the following information:-
- (a) the fact that the Exhibitor will be exhibiting at the Exhibition; and
- (b) a description of the products that the Exhibitor intends to exhibit at the Exhibition.
- 4.3 The Organizer will be allowed and licensed to use the name and the logo of the Exhibitor for the purpose of publicizing and promoting the Exhibition. This would include without limiting the printing of the name and the logo of the Exhibitor on posters, promotional materials and the Exhibitor’s Official Directory.
- 4.4 The Organizer shall not be responsible for any error or omission relating to the Exhibitor, its equipment, products or services in the listings in the Exhibition’s Official Directory or in any promotional material.

## **5. Stand Allocation**

- 5.1 Before the commencement of the Exhibition Period, the Organizer will notify the Exhibitor of the location and position of the Stand. The Organizer has the sole and absolute discretion in allotting and specifying the location and position of the Stand and reserves the right to re-allot and re-specify another Stand different to the one originally allotted to the Exhibitor at any time prior to the commencement of the Exhibition Period. The Exhibitor does not have a right to object to such allocation and specification.
- 5.2 The Exhibitor cannot use a name on the Stand that is different from the one specified on the Application Form without the prior written approval of the Organizer.
- 5.3 The right to use the Stand allocated is personal to the Exhibitor and cannot be transferred, assigned, sub-contracted or otherwise shared with any third party.

## **6. Construction of the Stand and Related Works**

- 6.1 The Stand will be provided by the Organizer's official contractors and are of standard designs. No variation of the fascia board, lettering, fittings, structure or any integral part of the Stand by the Exhibitor will be permitted without the prior written approval of the Organizer. The Organizer reserves the right to make changes to the facilities and stands provided at any time before the commencement of the Exhibition.
- 6.2 The Exhibitor is prohibited from:-
  - (a) adding any fitting or display to the shell of the Stand;
  - (b) using any tapes, nails or other fixing mechanisms on the partitions, floor or ceiling of the Stand; and
  - (c) displaying any free standing fitment (including without limitation names, advertising material and logos) that exceeds a height of 2.5 meters or which extends beyond the boundaries of the Stand; and
  - (d) installing or altering any electrical equipment except in accordance with paragraph 7 below, or using any electrical socket for more than one electrical appliance.
- 6.3 The transportation, assembly, dismantlement and removal of custom-built Stands are the responsibility of the Exhibitor. All such work must be carried out according to the arrangements and within the time limits specified in the Regulations or as otherwise specified by the Organizer.
- 6.4 Work of any kind carried out by the Exhibitor or its Associates at the Exhibition Venue must conform to all applicable statutes, rules and regulations applicable to the Exhibition Venue and also those specified by the Organizer. The Organizer reserves the right to stop any work which contravenes any of such statutes, rules and regulations and the Exhibitor shall have no claim against the Organizer or its agents for any other losses or damages.
- 6.5 Work of any kind carried out by the Exhibitor or its Associates at the Exhibition Venue including the decoration of the Stand must be fully completed within the time limits specified by the Organizer and in any case by 10:00p.m. on the day preceding the commencement of the Exhibition Period. The Organizer reserves the right to assemble, install or decorate at the Exhibitor's expense the Stand which is not completed by the specified time and/or allocate use of the Stand to another person, without incurring any liability for refund of the Participation Fee paid by the Exhibitor or for any loss, damage or expense whatsoever to the Exhibitor or its Associates.
- 6.6 The Organizer reserves the right to alter or remove without notice and at the Exhibitor's expense any work which differs from the approved specification or any Stand that does not conform to the Organizer's required standard or rules and regulations. The Exhibitor shall have no claim against the Organizer or its agents for any extra cost of replacing the Stand to conform to the Organizer's specifications or for any other losses or damages.
- 6.7 All repairs or alterations to the Stand or displays can only be carried out by the Exhibitor during the time that the Exhibition is closed from the public and with the prior approval of the Organizer or its agent.

## **7. Electricity**

- 7.1 The Exhibitor must carry out all electrical works at its own expense through the official contractor appointed by the Organizer. Before any electrical work is carried out, design plans or proposals for electrical installation must be submitted to the Organizer for approval no later than three (3) months before the commencement of the Exhibition Period. The Organizer may require amendments or variations to be made to the design plan or proposals before approving the same, or may withhold approval at its absolute discretion.
- 7.2 Only electricity can be used as a source of light or power in the Exhibition Venue.
- 7.3 Electric current will be supplied in 220-volt, single phase. Electric current of a higher voltage, three phase will be supplied subject to prior arrangement having been made with the Organizer.
- 7.4 The Exhibitor must obtain all electricity supply, whether from the mains, batteries or generators, from the official contractor appointed by the Organizer.

## **8. Use of Stand**

- 8.1 The Exhibitor is to use the Stand and any part of the Space allocated in a manner and format satisfactory to the Organizer at all times including during assembly, installation and disassembly of the Stand and during the Exhibition. If at any time the Organizer believes in its sole opinion that any use of the Stand by the Exhibitor is unacceptable or that the Exhibitor has breached any of the Regulations, the Organizer reserves the right to disqualify the Exhibitor from participating in the Exhibition and/or to request the Exhibitor or any of its Associates to immediately leave the exhibition venue and/or to clear all or any part of the Stand or Space allocated to the Exhibitor at the Exhibitor's expense without notice. Save as provided in the Regulations, the Exhibitor agrees not to make any claim, including any claim for refund of monies paid, against the Organizer should the Organizer exercise its rights under the Regulations.
- 8.2 The Exhibitor is prohibited from distributing any products, materials or otherwise, or to carry on any advertising, promotion or demonstration activities, or to canvass for business anywhere within the Exhibition Venue other than within the Stand.
- 8.3 The Exhibitor is prohibited from making, producing or causing any sound or noise, including but not limited to music or sound produced by broadcasting from telephone, television, radio and any apparatus, equipment or instrument capable of creating such sound or noise, or vibration or smoke or offensive odour in the Space which is/are or may be a nuisance or annoyance to the Organizer, other Exhibitors or visitors to the Exhibition. On request by the Organizer, the Exhibitor shall immediately cease making such sound or noise.
- 8.4 An authorized representative of the Exhibitor must be in attendance at the Stand at all times when Exhibition is open to the public and in manner as prescribed by the Organizer or its agents from time to time.
- 8.5 The Organizer has the sole and absolute discretion to require forthwith to be removed, and to remove, at the Exhibitor's expense, from the Stand or any area within the Exhibition Venue, any goods, material, publicity material, items or things displayed or placed there without any obligation to give any reason therefore, and without incurring any liability for any loss, damage or expense whatsoever to the Exhibitor or the Associates as a consequence therefore.

## **9. Move-in and Move-out of Stand Products and Materials**

- 9.1 The Exhibitor must only move Products, materials, exhibits, items or things in and out of the Exhibition Venue during the time period and in such manner as specified by the Organizer from time to time. Under no circumstances will the Organizer be responsible for receiving or storing any Products or Stand materials.
- 9.2 On the last day of the Exhibition Period, the Organizer will issue to the Exhibitor a move-out permit which will specify the time period during which the Exhibitor can move out its Products, materials, exhibits, items or things from the Stand and the Exhibition Venue.
- 9.3 The Organizer reserves the right to appoint one or more exclusive contractor(s) to handle transportation of all products, materials, exhibits, items or things in and out of the Exhibition Venue, whereupon the Exhibitor will be obliged to hire the services of such exclusive contractor(s).
- 9.4 The Exhibitor must remove from the Exhibition Venue all Products, goods, materials, items or things of the Exhibitor or its Associates within four (4) hours after the conclusion of the Exhibition or within such other time as specified by the Organizer. Any such products, goods, materials, items or things which are not removed from the Exhibition Venue by the specified time will be deemed abandoned and will be removed and disposed of by the Organizer at the Exhibitor's expense. The Organizer will not incur any liability for any loss, damage or expense whatsoever suffered by the Exhibitor and/or its Associates as a consequence thereof.

## **10. Removal of the Stand of Products**

- 10.1 The Exhibitor must not, without the prior written approval of the Organizer, dismantle or remove the Products, the Stand or any of its decorations until the Exhibition is officially concluded.

## **11. Authorized Personnel of the Exhibitor**

- 11.1 The Exhibitor (if an individual) and its personnel, agents or representatives are required to wear Exhibitor badges whenever they are within the Space.
- 11.2 The Organizer will provide the Exhibitor with five (5) Exhibitor badges for use by the personnel, agents or representatives of the exhibitor. The Exhibitor may in writing request additional Exhibitor badges and the Organizer may provide such additional Exhibitor badges if it considers necessary.
- 11.3 The Exhibitor must provide the Organizer with full particulars of all those personnel, agents or representatives of the Exhibitor who will be provided with Exhibitor badges before the badges will be issued. The Exhibitor shall procure such personnel:-
  - (a) display their Exhibitor badges conspicuously whilst in the Exhibition Venue;
  - (b) do not pass or transfer their Exhibitor badges to any other person;
  - (c) return the Exhibitor badges to the Organizer at the end of the Exhibition Period or, upon demand by the Organizer;
  - (d) comply with all obligations imposed on the Exhibitor whether by the Regulations or otherwise; and
  - (e) comply with all obligations or request imposed on such personnel by the Organizer or its agents.
- 11.4 The Organizer will provide the Exhibitor with one vehicle pass issued by the Organizer and/or the management of the Exhibition Venue. Only vehicles with such vehicle pass will be permitted to enter into the loading dock at the Exhibition Venue. Prior to the expiration of the time period specified in paragraph 9.4 above, the Exhibition must return the vehicle pass to the Organizer.

## **12. Admission**

- 12.1 Persons under 18 years of age will not be permitted to enter the Exhibition.
- 12.2 The Organizer reserves the right to refuse admission to the Exhibition of any persons, including the Exhibitor and its Associates, who the Organizer in its absolute discretion considers as unfit, intoxicated or in any way likely to create disturbance or discomfort to the Exhibition, other Exhibitor or visitors to the Exhibition, or if such persons are already in the Exhibition Venue to require that they immediately leave the Exhibition Venue.

## **13. Photographing & Video Shooting**

- 13.1 The Exhibitor must not, and must procure its Associates not to, take any photographs or video recording or record any sound at the Exhibition without the prior written approval of the Organizer.

## **14. Liability, Risks and Insurance**

- 14.1 The Organizer, its agents, representatives, contractors or employees shall not be liable in any way whatsoever in respect of any loss, injury or other damages (other than death or personal injury caused by the negligence of the Organizer or its employees) suffered by or caused to the Exhibitor or its Associates or the Products or other property of the Exhibitor, its Associates or its visitors.
- 14.2 The Organizer shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as a result of the Exhibition.
- 14.3 The Exhibition undertakes to indemnify and at all times hereafter to keep indemnified the Organizer, its agents, representatives and employees on demand from and against all liabilities, actions, proceedings, claims, damages, costs and expenses they may suffer or incur by reason howsoever in relation to any agreement with the Exhibitor or its Associates or any breach of the Regulations by the Exhibitor or its Associates.
- 14.4 The Exhibitor shall be responsible for effecting insurance which shall include, but not be limited to, its displays, exhibits and the Stand against loss or damage by theft, fire, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the Organizer upon request.
- 14.5 The Exhibitor shall take out insurance policies to cover itself against all potential liabilities imposed by the Regulations as well as possible legal liability for negligence and shall produce such policy of insurance to the Organizer upon request. The Exhibitor is fully liable for any loss or damage caused by an act or omission of the Exhibitor and/or its Associates to any property of the Exhibition Venue, the other Exhibitors, the Organizer or the visitors to the Exhibition.
- 14.6 All Products, materials, items or things of the Exhibitor or its Associates are brought to and removed from the Exhibition Venue at the sole risk of the Exhibitor and should be safeguarded by the Exhibitor at all times.
- 14.7 The Exhibitor acknowledges and agrees that its participation in the Exhibition is solely at the Exhibitor's own risk.
- 14.8 The Organizer reserves the right to exercise a general lien over any property the Exhibitor has in the Exhibition Venue in respect of all monies due to the Organizer (including claims for damages) howsoever in connection with Exhibition.
- 14.9 The Exhibitor must comply with all relevant health and safety legislation and ensure that all its Associates are aware of their duties and responsibilities. Any plant or systems of work which may be used must be safe and without risks to health.

## **15. Intellectual Property**

- 15.1 The Exhibitor hereby represents and warrants to the Organizer that the Products do not infringe or breach in any way any right (including, but not limited to, intellectual property rights) of any person or entity and does not constitute a contravention of any applicable rule or law whether in the country of the Exhibition Venue or any other country.
- 15.2 The Exhibitor shall at all times, and without limit in point of time, indemnified and hold indemnified the Organizer in full on demand against all liability, loss, damages, costs, and expenses (including legal costs and expenses on a full indemnity basis) awarded against or incurred or paid by the Organizer as a result of or in connection with:-
- 15.2.1 Breach of any warranty given by the Exhibitor under paragraph 15.1 above; and
- 15.2.2 Any claim that the Products infringe, or their importation, use or resale infringes, the patent, copyright, design right, trademark or other intellectual property rights of any other person or entity.

## **16. Waiver**

- 16.1 The Waiver by the Organizer of any of the Regulations will not prevent the subsequent enforcement of such Regulations and will not be deemed to act as a waiver in respect of any subsequent breach.

## **17. Termination of Right to Exhibit**

- 17.1 The Organizer shall have the right to terminate at any time without notice the right of the Exhibitor to exhibit in the Exhibition and to immediately take possession of the Stand at the Exhibitor's expense in any of the following circumstance:-
- (a) if the Exhibitor or any of its Associates commits a breach (whether capable of remedy or not) of any of the Regulations or any additional rules and regulations prescribed by the Organizer under paragraph 19 below; or
- (b) if the Exhibitor, being a body corporate, enters into liquidation whether compulsory or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or takes suffers any similar action in consequence of debt; or
- (c) if the Exhibitor, being a sole proprietorship or partnership becomes, or one of its members becomes bankrupt or insolvent or enters into any arrangements with its creditors or takes or suffers any similar action in consequence of debt; or
- (d) if the Exhibitor conducts any activity which, in the sole opinion of the Organizer, does not conform to the nature and purpose of the Exhibition, or interferes with the rights of other Exhibitors
- 17.2 The Exhibitor shall have no claim for refund of the Participation (or any part thereof) or any other claim against the Organizer in the event that its right to exhibit in the Exhibition is terminated under this paragraph 17.

## **18. Cancellation of Exhibition**

- 18.1 The Organizer reserves the right to change the plan, site character or the Exhibition Venue at any time. The Organizer may in its sole and absolute discretion make proportional allowance for the space allocated to the Exhibitor.
- 18.2 Notwithstanding anything contained in the Regulations or any other documents or agreements between the Exhibitor and the Organizer, the Organizer reserves the right to cancel, alter in character or reduce in scale the Exhibition, or to shorten or extend the Exhibition Period in its sole and absolute discretion at any time for whatsoever reason provided always that the Organizer may in its sole and absolute discretion refund without interest such amount, if any, of the Participation Fee as the Organizer thinks appropriate in accordance with paragraph 3 above.
- 18.3 Subject to the discretionary right to refund the Participation Fee under paragraph 18.2 above, the Organizer, its agents and representatives shall not be liable and the Exhibitor shall not make any claim or demand, whether for loss or damage, or return of all or part of any money paid by the Exhibitor, in connection with the Organizer exercising its rights under this paragraph 18, including without limitation, any cancellation, alteration, reduction, shortening or extension of the Exhibition or the Exhibition Period.

## **19. Additional Rules & Regulations**

- 19.1 The Organizer reserves the right to interpret, alter and amend any of the Regulations and to issue additional rules and regulations at any time it considers necessary for the orderly operation of the Exhibition. Any and all interpretations of the Regulations and any additional rules and regulations by the Organizer shall be final and binding on the Exhibitor.

## **20. Right to Privacy**

- 20.1 The Exhibitor is to conduct itself in a courteous manner and respect the rights of all other Exhibitors and visitors to the Exhibition. The Exhibitor and its Associates are prohibited from entering into the Stands of other Exhibitors unless expressly invited to do so.

## **21. Health & Safety**

- 21.1 As an Exhibitor, contractor or agent, you have a duty under The Health and Safety at Work Act 1974 to ensure that all personnel contracted by you are aware that they have a responsibility, so far as is reasonably practicable, for the health, safety but also that of others working or attending the vicinity. You may contact the Organizer for further information regarding Health & Safety.

## **22. Governing Law**

- 22.1 These Conditions shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the Exhibitor irrevocably submits to the non-exclusive jurisdiction of the Courts of Hong Kong.