

## 3B. INTELLECTUAL PROPERTY RIGHTS

### 3.2. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS AT HKTDC EXHIBITIONS Exhibitors' Brief

The Hong Kong Trade Development Council (referred to below as "TDC", "Organiser", "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 is drawn to Clause 43 of the conditions of participation, setting out rights and obligations of exhibitors at HKTDC 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 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.

The Exhibitor agrees that it shall comply with any "Exhibitors' Brief on the Protection of Intellectual Property Rights at HKTDC Exhibitions" ("**Exhibitors' Brief**") that the Organiser 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 to abide by any of the terms and conditions of the Exhibitors' Brief, the Organiser shall have the sole and absolute discretion to ban the Exhibitor and any or all of its parent, associate, affiliated, associated and/or subsidiary companies and/or any brand(s) which it or they represented, represents or may represent from any or all future exhibitions, events or trade fairs organised by the Organiser and/or to further ban any representatives of the Exhibitor in question from entering the venue of the current Exhibition in which the Exhibitor is participating.

If a complainant/an Exhibitor ("complainant") files a complaint with the Organiser in accordance with the Exhibitors' Brief and requests the Organiser to take action against an Exhibitor, the complainant agrees to hold the Organiser, 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 Organiser, 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 Organiser, 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 oncall 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 Fair Legal Advisor will specify the kind of documents and other evidence necessary to support a complaint.
4. If the Fair Legal Advisor is satisfied, on the basis of the documents provided, that the complaint’s intellectual property rights are valid and have been infringed by the display of the Exhibitors’ product or material in dispute at the Fair, a HKTDC 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, HKTDC 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 exhibition unless he/she can adduce evidence to show to the satisfaction of the Fair Legal Advisor 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 HKTDC for its records.
8. If the HKTDC 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 HKTDC under paragraphs 6 and/or 7 and/or 8 above, HKTDC shall have the power, in its sole and absolute discretion, to ban the Exhibitor, or any parent, associate, affiliated and / or subsidiary company, from any or all future HKTDC exhibitions.
10. HKTDC staff will visit any booth in respect of which a complaint has been received and accepted by HKTDC’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, HKTDC 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 by the Exhibitor and to ban the Exhibitor and any of its representatives, parent, associate, affiliated and / or subsidiary companies from any or all future HKTDC 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 HKTDC, be banned from any or all future participation in HKTDC exhibitions if :

a. after HKTDC has received and accepted a complaint against the Exhibitor, the Exhibitor fails or refuses to:

- allow HKTDC to immediately take 3 photographs of the product or material in dispute;
- sign an undertaking immediately in favour of HKTDC in a form provided by HKTDC, 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 HKTDC and allowed HKTDC 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 HKTDC 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 HKTDC shall, in addition, be entitled to immediately terminate the Exhibitors' 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 the Complainant(s) during two consecutive fair periods, notwithstanding that the Exhibitor has cooperated with HKTDC 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 customer;
- (ii) supplies or offers to supply any goods to which a false trade description is applied or any services to consumers; 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 -

- (ii) on conviction on indictment, to a fine of \$500,000 and to imprisonment for 5 years; and
- (iii) on summary conviction, to a fine of \$100,000 and to imprisonment for 2 years.

## **Documents Required as Evidence of Subsistence, Ownership and Infringement 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](http://tpwebapp.hktdc.com/fair/Multi_fairs/pdf/Copyright/2.pdf)

Option 2: If the Complainant owns and provides its original evidence for all of the below items 4-6 as evidence, and provide information and evidence of **all** of the following:-

1. date and place that the work was first made or first published
2. name of the author of the copyright work;
3. name of the owner of the copyright work
4. **original** copyright work (e.g. design drawings, sketches, etc) - **NOTE:** copies, including photocopies or computer copies will **not** be accepted;

5. **original** evidence on proof of ownership of the copyright work- for example, in the event the author of the copyright work is an employee of the Complainant, that employee's contract of employment; or in the event the author of the copyright work is not the Complainant nor its employee, copyright assignment evidencing the assignment of copyright from the author to the Complainant; and
6. original evidence of the date of (i) the first sale of the product/article to which the copyright work relates (e.g. invoices, shipping documents, etc) or (ii) the first publication of the copyright work, and such evidence must clearly identify the product/article in question

For any complaint made under Option 2, complainants will also be required to complete, provide and confirm **all** the above information and evidence in a standard-form checklist (which is available for download at [http://tpwebapp.hktdc.com/fair/Multi\\_fairs/pdf/Copyright/1.pdf](http://tpwebapp.hktdc.com/fair/Multi_fairs/pdf/Copyright/1.pdf)) or to be provided by TDC at the time of the complainant's filing of the complaint). If any of the required information and/or evidence is missing or otherwise incomplete, or if any of the information and/or evidence provided are, in TDC's opinion, unreliable, conflicting, false or inaccurate in any manner, the relevant complaint will not be processed or will be rejected.

## **B. Trade Mark**

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

## **C. Registered Design**

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

## **D. Patent**

1. Original or certified copy of a valid Certificate of Grant of Patent in Hong Kong including any renewal certificates or proof of renewal. (NOTE: foreign registrations will not be accepted)
2. If the patent relied on is a short-term patent, either one of the following in respect of the patent:
  - A. Original or certified copy of a Certificate of Substantive Examination in Hong Kong;
  - B. Original or certified copy of a request for substantive examination filed with the Hong Kong Registrar of Patents, together with a written confirmation that the request has not yet been determined, rejected or terminated; or
  - C. Original or certified copy of a certificate granted by the Hong Kong court certifying that the claims of the patent sought to be relied on by the Complainant is valid.
3. A written opinion from following individual(s) that the Hong Kong patent is valid and infringed by the display of the Exhibitor's product or material in dispute during the Fair with clear and specific reference to the alleged infringing product in question:
  - A. A certified or registered patent agent or attorney so certified or registered in a jurisdiction outside Hong Kong and providing patent agency services in Hong Kong; and/or
  - B. Hong Kong qualified lawyer experienced in the patents field.

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

### 3.3. Sub-letting

**Exhibitors are strictly forbidden to sublet or otherwise share the Space 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 at its own expenses and will also be banned from taking part in all the HKTDC 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 employee; and
- (ii) allow its own employee to solicit business for itself, at its Space.

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. Exhibitors are reminded to obtain prior written permission from the Organiser by applying in writing at least 3 months before the commencement of the Exhibition if exhibitors wish to conduct the said activities for the subsidiary or any such third party company. Exhibitors are required to provide some form of documentation confirming the relationship between the exhibitors and the relevant subsidiary or third party company when submitting your application.

Permission is given entirely at the sole and absolute discretion of the Organiser and the Organiser's decision is final. If the exhibitor is found to be conducting the above activities for its subsidiary or any third party company without having obtained prior written permission from the Organiser, it will be treated as "sub-letting" in contravention of the sub-letting prohibition. Exhibitors are also 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.

### 3.4. 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 the Organiser finds that an Exhibitor is using less than 60% of its display area exhibiting the appropriate product under a designated product category zone, the Organiser has the absolute right and discretion to demand that the Exhibitor immediately relocate and/or to terminate its participation in the Exhibition, without any recourse against the Organiser.

### 3.5. Exhibitor Badges, Contractor Badges & Vehicle Passes

All exhibitors and their staff are strictly requested to display conspicuously the **official name badges** at all times during move-in, move-out and throughout the Fair. Each exhibiting company will be given a certain number of badges subject to their booth size, additional badges have to be applied by returning the [Form 8](#) in "**Additional Facilities and Services Order Form Booklet**" to the Organiser on or before [27 November 2023](#). Only badge holder is allowed to enter the exhibition hall. For general safety, exhibitors should pass the badges to their staff only.

Contractor badges are only valid during move-in and move-out, but not valid during the exhibition period.

For entry into the loading dock and cargo lifts, authorised **vehicle passes** issued by (**Hong Kong Convention & Exhibition Centre / Hong Kong Trade Development Council**) and Trip Ticket issued at the vehicle marshalling area are required. Each exhibitor will be entitled to **one pass**. The pass is for multiple use and is valid on move-in and move-out dates stipulated by the Organiser.

### 3.6 Special Move-in and Move-Out Arrangement

Special traffic arrangements will be implemented to minimise pressure to traffic caused on the **move in day (7 January 2024)** and **move out day (11 January 2024)** of the **HKTDC Hong Kong Toys & Games Fair 2024**. These measures would be beneficial to both our valued exhibitors as well as the general public. Exhibitors are recommended to pay attention to the details of the new arrangement as below:

#### **Special Move-in Arrangement**

All roads of the Hong Kong Convention and Exhibition Center (HKCEC) will be blocked off for move in from **9:00 am on 7 January 2024**. Control point will be set up at the entrance, only the following vehicles will be allowed to enter HKCEC Phase II:

#### i) **Large Vehicle / Lorry / Light Goods Vehicle**

**Goods vehicles will only be allowed to enter into the HKCEC loading areas with**

**a. Vehicle Permit issued by HKTDC AND**

**b. Trip Ticket issued** at the designated vehicle marshalling area

#### **Move in procedure**

1. Hong Kong Trade Development Council (HKTDC) issues a Move in Vehicle Permit to all exhibitors.
2. Before proceeding to the HKCEC loading area, all vehicles **MUST** first report to the designated vehicle marshalling area according to the time specified on the vehicle pass issued by HKTDC. The vehicle marshalling area will be opened at 9am until all the move in activities finished. The exact location of the vehicle marshalling area to be announced.
3. Upon arrival at the vehicle marshalling area, the drivers **MUST** first present the Vehicle Permit issued by HKTDC, queue up and wait for further instructions given from the attendant of HKCEC. The waiting time at the vehicle marshalling area may vary and would depend on the total number of vehicles, move in speed and the prevailing traffic condition.
4. According to the traffic condition, a **Trip Ticket** will be issued to the drivers at appropriate time. The driver must then proceed to HKCEC loading area via Expo Drive **within 2 hours** with a) ***HKTDC Vehicle Permit AND b) Trip Ticket.***
5. Drivers **failing** to present the above 2 permits will **NOT** be allowed to enter into HKCEC loading area.

## ii) Private Car / Taxi

### Move in procedure

Private cars and taxis entering HKCEC Phase II will **NOT** be required to present any Vehicle Permit nor report to the vehicle marshalling area. However, drivers must enter HKCEC Phase II **via Expo Drive** (opposite to Grand Hyatt Hong Kong) and unload their goods at the Expo Drive Entrance. **NO waiting or parking at the HKCEC Phase II is allowed.**

### Special Move Out Arrangement

(A) Exhibitors may use their own vehicles or other forwarder's service. A move out permit with entrance time of "**After 8pm**" would be issued to each request accordingly in **late December** with the following details:

#### i) Large Vehicle / Lorry / Light Goods Vehicle

**Entries of the HKCEC will only be allowed to the vehicles with**

- a. **Vehicle Permit issued by HKTDC AND**
- b. **Trip Ticket issued** at the designated vehicle marshalling area

### Move out procedure

1. Control point will be set up at the entrance of HKCEC, only the vehicles with the a. ***Move out Vehicle Permits issued by the HKTDC AND*** b. ***Trip Ticket issued*** at the designated vehicle marshalling area are allowed to enter the HKCEC **after 8:00 pm** on the **11 January 2024**.
2. Before proceeding to the HKCEC loading area, all vehicles **MUST** first report to the designated **vehicle marshalling area (exact location to be announced)**. The vehicle marshalling area will be opened at 2:00 pm until all the move out activities finished.
3. Upon arrival at the vehicle marshalling area, the drivers **MUST** first present the Vehicle Permit issued by HKTDC, queue up and wait for the further instructions. The waiting time at the vehicle marshalling area may vary and would depend on the total number of vehicles, move out speed and the prevailing traffic condition.
4. After 8:00 pm on the **11 January 2024**, a **Trip Ticket** will be issued to the drivers at appropriate time. The driver must then proceed to HKCEC loading area via Expo Drive **within 2 hours** with a. ***HKTDC Vehicle Permit AND*** b. ***Trip Ticket***.
5. If the vehicle marshalling area becomes overloaded, further measures will be implemented at discretion.

#### ii) Other Transportation

1. **Private vehicles** and **taxis** will be allowed to enter into the HKCEC at the discretion of the traffic control attendants during the move out period. No waiting or parking at the HKCEC is allowed.

(B) Hong Kong exhibitors may also use the centralised move out service provided by the Organiser. Details will be announced in separate circular.

**[According to the traffic conditions, the police may implement traffic diversions at the vicinity of HKCEC on the move in and move out day.]**



### 3.7. Exhibits

Under no circumstances will the Organiser be responsible for receiving or storing of any exhibit or stand material. Exhibitors are advised to appoint their staff to look after their own exhibits.

**Exhibitors must not remove any of their exhibits on display from the booths until the Fair is officially closed at 5:00 pm on 11 January 2024.**

### 3.8. Confidential Questionnaires

At the completion of the Fair, exhibitors are requested to provide information regarding their participation to the Organiser. The information will not be disclosed to third parties without prior approval of the exhibitors concerned, with the exception of collective figures which may be released without prior consultation. Exhibitors **must** complete questionnaires related to their participation.

The Organiser will collect these completed questionnaires in the afternoon of the last day of the Fair, i.e. 11 January 2024.

No exhibit is allowed to be taken away from the venue during exhibition. Exhibitors requiring any special assistance are requested to contact the Fair Management Office.

### 3.9. Photographing & Video Shooting

No photography, filming, sound or video recording, telecasting and broadcasting will be allowed in the fair venue, unless approved by the Organiser in writing in advance.

### 3.10. Performance of Music at the Show

Any musical performance, including the use of music recording for demonstration or as background music, requires the permission of:

- (a) The Composers and Authors Society of Hong Kong Ltd.  
18/F, Universal Trade Centre, 3 Arbuthnot Road, Central, Hong Kong  
Tel: (852) 2846 3268                      Fax: (852) 2846 3261  
Website: <http://www.cash.org.hk>
  
- (b) Phonographic Performance (South East Asia) Ltd. (For recorded music only)  
Unit A, 18/F, Tower A, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Hong Kong  
Tel: (852) 2861 4318                      Fax: (852) 2866 6869  
Website: <http://www.ppseal.com/tc/home.html>
  
- (c) Hong Kong Recording Industry Alliance Limited (For recorded music only)  
Units 907-909, 9/F., FTLife Tower, 18 Sheung Yuet Road, Kowloon Bay,  
Kowloon, Hong Kong  
Tel: (852) 2520 7000                      Fax: (852) 2882 6897  
Website: <http://www.hkria.com/en/index.aspx>
  
- (d) Such other relevant bodies which are entitled to grant the relevant permission from time to time.

### 3.11. Sound Level / Loud Hailers

All audio / audio-visual equipment must generate a noise level which does not cause any annoyance or inconvenience to visitors or other exhibitors. The exhibitor has the responsibility to ensure that the demonstration sound level should not exceed 75 dB (A). The Organiser reserves the right to intervene and stop the demonstration immediately if the sound level causes undue annoyance, inconvenience or disturbances to other exhibitors and visitors. In this case the exhibitor shall not receive a refund or damage compensation from the Organiser. Exhibitors are responsible for supervising the actions of all visitors and employees operating audio / visual equipment located in their exhibit area.

### 3.12. Distribution of Promotional Materials

Promotional materials such as product catalogues and brochures can only be distributed by the exhibitors within their own booths. No exhibitors are permitted to distribute any publicity materials, souvenirs and the like in public areas of the exhibition venue.

### 3.13. Use of Booths

All booths must be properly manned, displayed and furnished with exhibits at all times during the Fair. **No retail sales are allowed in the exhibition.**

### 3.14. Admission

The Organiser reserves the right to refuse admission to the Fair of any visitors, exhibitors or their agents who are at the absolute discretion of the Organiser regarded as unfit, intoxicated or in anyway likely to create disturbance or discomfort to the Fair, other exhibitors or visitors. **No exhibitor and visitor under 18 will be admitted.**

### 3.15. Insurance

The Organiser undertakes no financial or legal responsibility for any type of risk concerning or affecting the exhibitors/visitors, their personal belongings and exhibits. Exhibitors are therefore responsible for taking out all necessary insurance to cover their exhibits, the stand fittings and fixtures, the venue and other third parties. The Exhibitors are also required to comply with Section 40 of the Employees' Compensation Ordinance, Cap.282 ("ECO") to cover their liabilities both under the ECO and at common law for injuries at work in respect of all their employees, irrespective of the length of employment contract or working hours, full time or part time, permanent or temporary employment.

For exhibitors with precious exhibits, they are requested to take out **insurance coverage and/or special security service at the exhibitors' expense for overnight storage.** Exhibitors requiring special assistance or advice should contact the Fair Management Office.

### 3.16. Loss and Theft

All property and goods, including without limitation all Publicity Material brought by Exhibitors into any part of the Exhibition Venue including, without limitation, Stands, Space and Raw Space are brought at the Exhibitor's risk. The Organiser does not guarantee the safety and security of such property or goods and shall not in any way be liable or responsible for any theft, loss or damage thereof. For the avoidance of doubt, the showcases, cabinets and other storage facilities as provided by the Organiser in any part of the Exhibition Venue including, without limitation, Stands, Space and Raw Space are for exhibition purposes only. The Exhibitors are solely responsible for the safety and security of all their property or goods stored in such showcases, cabinets and storage facilities at all times.

### 3.17. Bills & Posters

The Organiser has the right to remove any bills or posters which in the opinion of the Organiser do not conform to the purpose and image of the Fair.

### **3.18. Code of Conduct for participation in HKTDC Trade Fairs**

Hong Kong prides itself as the trade fair capital of Asia-Pacific. We offer both top quality exhibition infrastructure and proven expertise in staging trade event of all kinds. In order to maintain our leading position in organising trade exhibitions and to build up a better image for these events, all exhibitors at HKTDC fairs are requested to abide by the following code of conduct.

#### **Display Area**

Exhibitors should confine their display within the prescribed booth area, so as not to jeopardize fire safety.

Packing boxes should be kept in the appropriate storage area.

#### **Manning the Stand**

- 1) Exhibitors should keep their stands in an orderly manner.
- 2) Packing boxes should be kept in the appropriate storage area.
- 3) Exhibits should be displayed in a professional manner compatible with the image of the fair.
- 4) Stands must be manned by authorised and competent knowledgeable staff at all times during the exhibition period. Exhibitors should not vacate their stands before the official move-out time on the last exhibition day unless special permission has been given by the Organiser.

#### **General Behaviour**

- 1) Exhibitors should always behave in a courteous and business-like manner throughout the exhibition. They must pay due respect to visitors and other exhibitors.
- 2) Exhibitors should welcome all visitors to their stands. Under no circumstance should they act in a discriminatory way or prevent certain visitors from approaching their stands.
- 3) Exhibitor badges are not transferable and should be worn or put on conspicuously at all times for security reasons.

#### **Right to Privacy**

Exhibitors are expected to respect the right of all other exhibitors. They are prohibited from entering other exhibitors' booths unless they are being invited.

#### **Food & Beverages**

According to the regulations of the Hong Kong Convention & Exhibition Centre, outside food and beverages are not allowed to be taken into the exhibition venue. Exhibitors may have food and drinks at the Cafeteria inside the exhibition Halls or at the restaurants.

In order to maintain a clear and tidy exhibition area, consumption of food is not recommended in the booth. Exhibitors and their staff may make use of certain specified rooms within the Exhibition Halls for consumption of their food.

#### **Protection of Intellectual Property Rights**

All exhibits and the packages thereof, publicity material or any other part of the display on the Exhibitor's Stand must not violate or infringe any intellectual property rights including but not limited to trade marks, copyright, designs, names and patents, whether registered or otherwise. Exhibitors are required to comply with the rules and complaint procedures as set out in the "Exhibitors' Brief on the Protection of Intellectual Property Rights at HKTDC Exhibitions" as issued by the Organiser.

### 3.19. Tropical Cyclone Attack and Black Rainstorm Warning Signal

All exhibitors are requested to note the emergency measures under the following situations. The measures will be implemented should there be a Tropical Cyclone (commonly known as “typhoon”) or Black Rainstorm Warning Signal during the **HKTDC Hong Kong Toys & Games Fair 2024**.

#### A. Special Arrangements for Tropical Cyclone Warning Signal

##### I. During Move-in, Move-out

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

##### II. Prior to Opening Hours

1. If a Pre-No. 8 Special Announcement is **issued before 8:30 am**, the fair will remain **closed**. In the rare situation when a Tropical Cyclone Warning Signal No. 8 (or above) is issued before 8:30 am without a Pre-No. 8 (or above) Special Announcement, the same arrangement will apply.
2. If a Tropical Cyclone Warning Signal No. 8 is **cancelled at or before 2:00 pm**, the fair will re-open to the visitors **two hours after** the Tropical Cyclone Warning Signal No. 8 is cancelled. Exhibitors will be allowed to enter the fairground for preparation **one hour after** the Tropical Cyclone Warning Signal No. 8 is cancelled if situation allows. Exhibitors are reminded to return to their booths before the fair re-opens to the public.
3. The fair, however, will remain closed if the Tropical Cyclone Warning Signal No. 8 is **cancelled after 2:00 pm**.

##### III. During Opening Hours

1. Once the Hong Kong Observatory issues a **Pre-No. 8 Special Announcement**, giving advance notice to the public that a Tropical Cyclone Warning Signal No. 8 will be issued during the fair’s opening hours, the fair will close in two hours. The Organiser will broadcast such notice to exhibitors and visitors at once. Exhibitors and visitors will be requested to leave the exhibition venue as soon as possible.
2. **In the rare situation when a Tropical Cyclone Warning Signal No. 8 (or above) is issued without a Pre-No. 8 (or above) Special Announcement**, the fair will close immediately. The Organiser will broadcast such notice to exhibitors and visitors at once. Exhibitors and visitors will be requested to leave the exhibition venue immediately.

#### B. Special Arrangements for Black Rainstorm Warning Signal

##### I. During Move-in & Move-out

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

##### II. Prior to Opening Hours

1. If a Black Rainstorm Warning Signal is **issued before 8:30am**, the fair will remain **closed**.
2. If a Black Rainstorm Warning Signal is **cancelled at or before 2:00 pm**, the fair will re-open to the visitors **two hours after** the Black Rainstorm Warning Signal is cancelled. Exhibitors will be allowed to enter the fairground for preparation **one hour after** the Black Rainstorm Warning Signal is cancelled if situation allows. Exhibitors are reminded to return to their booths before the fair re-opens to the public.

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

### **III. During Opening Hours**

If a Black Rainstorm Warning Signal is issued during the fair's opening hours, the fair will **remain open.** Exhibitors and visitors onsite will be encouraged to stay in the exhibition venue for their own safety.

### **C. Insurance**

The Exhibitor shall take out insurance policies to cover itself against all potential liabilities imposed on it in these Conditions as well as possible legal liability for negligence and shall produce such policy of insurance to the Organiser upon request. For details, please refer to point 70 and 72 under "Rules & Regulations."

### **D. Other Issues**

1. The Organiser will make an announcement on the above special arrangements through the fair website and the mass media, including radio and television stations. Exhibitors may call the HKTDC customer service hotline, at (852) 1830668, should they have any question concerning the above arrangements.
2. Implementation of the above special arrangements may be adjusted at the time, depending on the actual conditions. The Organiser will announce the changes, if any, as soon as possible.

## **3.20. Special Note on National Flag and National Emblem Ordinance and Regional Flag and Regional Emblem Ordinance**

From 1 July 1997, The Hong Kong Special Administrative Region (HKSAR) has been established. All commercial activities, including the HKTDC fairs, have to operate within the parameters of the legal framework. According to the Conditions of Participation, all exhibitors are required to observe the Hong Kong laws in force when conducting business at the fairground.

Your attention is drawn to some sections of some of the HKSAR ordinances which came into operation on 1 July 1997, which state :-

### **National Flag and National Emblem Ordinance (Instrument No. A401)**

#### **Section 4 National flag and national emblem not to be used inappropriately etc.**

1. A national flag or a national emblem which is damaged, defiled, faded or substandard must not be displayed or used.
2. A national flag or a national emblem must not be displayed upside down, and must not be displayed or used in any way that undermines the dignity of the national flag or the national emblem.
3. A national flag or a national emblem must not be discarded at will.
4. A national flag or a national emblem that is damaged, defiled, faded or substandard must be recovered or disposed of in the manner stipulated by the Chief Executive.
5. After an event in which national flags or national emblems are used, the organizer must, in the manner stipulated by the Chief Executive, recover or dispose of the national flags or national emblems used on the site of the event.

#### **Section 6 Prohibition on certain uses of national flag and national emblem**

1. The national flag or its design must not be displayed or used in --
  - a. trademarks or advertisements;
  - b. private funeral activities; or
  - c. other occasions on which or places at which the display or use of the national flag or its design is restricted or prohibited under a stipulation made by the Chief Executive.

2. The national emblem or its design must not be displayed or used in --
  - a. trademarks or advertisements;
  - b. furnishings or ornaments in everyday life;
  - c. private activities of celebration or condolence; or
  - d. other occasions on which or places at which the display or use of the national emblem or its design is restricted or prohibited under a stipulation made by the Chief Executive.
3. A person who without lawful authority or reasonable excuse displays or uses the national flag, national emblem or the design of the national flag or of the national emblem contrary to subsection (1) or (2) commits an offence.

#### **Section 7 Protection of national flag and national emblem**

1. A person commits an offence if the person publicly and intentionally desecrates the national flag or national emblem by burning, mutilating, scrawling on, defiling or trampling on it or its image or in any other way.
2. A person commits an offence if, with intent to desecrate the national flag or national emblem, the person intentionally publishes a desecration of the national flag or national emblem by burning, mutilating, scrawling on, defiling or trampling on it or its image or in any other way.

#### **Section 8 Copy of national flag or national emblem**

A copy of the national flag or national emblem that is not an exact copy but that so closely resembles the national flag or national emblem as to lead to the belief that the copy in question is the national flag or national emblem is taken to be the national flag or national emblem for the purposes of this Ordinance.

#### **Regional Flag and Regional Emblem Ordinance (Instrument No. A602)**

#### **Section 4 Damaged regional flag and regional emblem not to be used**

A regional flag or regional emblem which is damaged, defiled, faded or substandard must not be displayed or used.

#### **Section 6 Prohibition on certain uses of the regional flag and regional emblem**

1. The regional flag, the regional emblem or their designs must not be displayed or used in --
  - a. trademarks, or advertisements; or
  - b. other occasions on which or places at which the display or use of the regional flag or regional emblem or their designs is restricted or prohibited under a stipulation made by the Chief Executive.
2. A person who without lawful authority or reasonable excuse displays or uses the regional flag, regional emblem or the design of the regional flag or of the regional emblem contrary to subsection (1) commits an offence.

#### **Section 7 Protection of the regional flag and regional emblem**

A person who desecrates the regional flag or regional emblem by publicly and wilfully burning, mutilating, scrawling on, defiling or trampling on it commits an offence.

#### **Section 8 Copy of the regional flag or the regional emblem**

A copy of the regional flag or regional emblem that is not an exact copy but that so closely resembles the regional flag or regional emblem as to lead to the belief that the copy in question is the regional flag or regional emblem is taken to be the regional flag or regional emblem for the purposes of this Ordinance.

### 3.21. Waste Reduction and Recovery Measures

To protect our environment, the following guidelines on Waste Reduction and Recovery are recommended:

#### Waste Avoidance and Minimization

- a. Setting up of exhibition booth
  - Use re-erectable booth to reduce the amount of waste generated
  - Avoid using energy-intensive appliances
  - Use energy-saving lightings
- b. Selection of decoration material
  - Use environmentally-friendly materials (e.g. recycled materials).
- c. Production of publicity materials
  - Print publicity materials on recycled paper or recyclable paper with environmentally-friendly ink.
  - Minimize the number of publicity materials printed.
  - Avoid plastic covers for printed matters.
  - Utilise publicity via e-channels such as e-brochures and e-leaflets and provide QR code to download
  - Choose green promotional giveaways while minimizing their packaging materials
- d. Distribution of bags
  - When distribution of bags is necessary, use re-usable bags or bio-degradable bags instead of plastic bags.

#### Waste Reuse and Recycling

The locations of large waste recycling bins should be familiarized and staff should be assigned to recycle all recyclable materials:

- a. Reuse  
Collect unused publicity items, decoration materials, admission badge holders etc for reuse or recycling.
- b. Recycling  
Put recyclable materials including waste paper, plastic bottles and aluminium cans into the waste separation bins provided by the event organiser.

For more information and guidelines, please visit 'Green Event Guidebook' on Environmental Protection Department's website:

[https://www.wastereduction.gov.hk/en/assistancewizard/recyc\\_guideline.htm](https://www.wastereduction.gov.hk/en/assistancewizard/recyc_guideline.htm)

### 3.22. Caution on Third Party Promotional Offers from Fair Guide/ Expo Guide/ Event Fair/ AVRON/ International Fairs Directory)

It has come to the Organiser's attention that some exhibition/trade directories or organisations have sent invitations to exhibitors inviting them to update or correct their data with their fair directories and subsequently claimed exhibitors for fees.

These directories and organisations include but are not limited to the following:

- Fair Guide (owned by Construct Data)
- Expo Guide (owned by Commercial Online Manuals S de RL de CV ("Commercial Online Manuals"))
- Event Fair - The Exhibitors Index, and
- FAIR-Guide ([www.fairguide.me](http://www.fairguide.me)) (owned by Avron s.r.o.).
- AVRON
- International Fairs Directory

The Organiser would like to stress that neither the Fair Guide, the Expo Guide, the Event Fair the FAIR-Guide, AVRON nor the International Fairs Directory has any connection with the Organiser or any of our fairs.

UFI, an international organization which represents the interests of the exhibition industry worldwide has been warning the exhibition industry to be vigilant against Fair Guide, Expo Guide, Construct Data, Commercial Online Manuals and other similar guides and organizations 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 has shifted its operation from Austria to Mexico and/or Slovakia.

It should be noted that the contents and wording of Fair Guide's and Expo Guide's letter and order form are virtually identical. It is possible that Construct Data and Commercial Online Manuals, 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 Organiser does not recommend that you sign any materials that you receive from Construct Data, Commercial Online Manuals, Event Fair and/or AVRON, and/or International Fairs Directory. If you have mistakenly entered into contract with Construct Data, Commercial Online Manuals, Event Fair and/or AVRON, and/or International Fairs Directory, you should notify Construct Data, Commercial Online Manuals, Event Fair, 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, Event Fair, AVRON and International Fairs Directory, please visit <http://www.ufi.org/industry-resources/warning-construct-data/>

### **3.23. Smoke-Free Policy**

Health and Comfort Come First  
at Smoke-Free HKCEC

From 1st January 2006, the Hong Kong Convention and Exhibition Centre will become a smoke-free venue. This is in line with best international practices and the wishes of visitors and event participants. It also reflects the venue manager's commitment to providing a comfortable, health-conscious environment at this world-class facility.

### **3.24. The rules and regulations of display air rifle**

Exhibitors displaying simulated toy gun products (including (but not limited to) air rifle, air guns or air pistol and other projectile supplies) must ensure that the displayed products have a bullet or missile can be discharged with a muzzle energy not greater than 2 joules.

The display of "firearms" as specified in the Firearms and Ammunition Ordinance, Chapter 238 of the Laws of Hong Kong, is strictly prohibited at the venue. For details, please refer to the following website: [https://www.elegislation.gov.hk/hk/cap238!zh-Hant-HK?INDEX\\_CS=N](https://www.elegislation.gov.hk/hk/cap238!zh-Hant-HK?INDEX_CS=N)



## **Warranties**

Each Exhibitor hereby represents and warrants to the Organiser that all products, services, promotional, advertising and other materials displayed, exhibited, offered, distributed and supplied by the Exhibitor for, in relation to and at the Exhibition and all other activities of the Exhibitor at the Exhibition:

- (a) shall comply with all laws and regulations applicable to the Exhibitor or the Organiser, including but not limited to the laws of Hong Kong, and any applicable international conventions;
- (b) shall comply with all codes of practice, guidelines or statement issued by the relevant government authorities or professional bodies applicable to the Exhibitor or the Organiser, including but not limited to the government authorities or professional bodies of Hong Kong;
- (c) do not infringe any intellectual property rights or other rights of any third party;
- (d) are not, in the reasonable opinion of the Organiser, unfavorable to the images or reputation of the Organiser or otherwise undesirable.

Each Exhibitor hereby further represents, warrants and undertakes to the Organiser that it shall have duly obtained at its own costs and expenses all necessary and valid exemptions, consents, approvals and licenses for the exhibition, promotion, offer, distribution and supply of all products, services, promotional, advertising and other materials at the Exhibition and all other activities of the Exhibitor at the Exhibition.

Each Exhibitor hereby represents, warrants and undertakes to the Organiser that it shall explain to customers and potential customers the scope, particulars and specification of its products and/or services (as the case may be) and the relevant fees and charges, and that the Organiser are not liable for any liability, losses, damages, costs and expenses arising from or in connection with any dispute between an Exhibitor and any of its customers or potential customers, which shall be the sole responsibility of the Exhibitor concerned.

## **Indemnity**

Each Exhibitor agrees to comply with all rules and regulations of the Exhibition and all applicable laws and regulations, and to exempt the Organiser and the Exhibition Venue from, and indemnify each of them against all liabilities incurred from any complaint lodged or proceedings instituted by any person arising from any offence committed or breach of laws, rules and regulations by the Exhibitor.

### **3.25. Security Precautions**

The Organiser is responsible for the general security of the entire venue and will take all necessary measures to safeguard the property of the exhibitors. However, it is not possible to solely rely on the Organiser's efforts to prevent crime. To prevent loss of items stored or displayed within the confines of an exhibitor's booth, exhibitors are required to observe and follow the following guidelines strictly.

#### **3.25.2 Manning of Booth**

Please ensure that your stand is manned at all times by alert staff. Never leave property unattended, even for a few seconds. Shoplifters come in many guises and you have to be on your guard at all times. They work in many ways but most of the time relies on working quickly using a moment's inattention to allow them to slip something into their pocket or open bag.

The biggest deterrent to shoplifters is simply being seen. Alert staff is a big help. Brief your duty staff on the importance of security precautions and make sure that they have view of the whole stand and that there are no blind spots.

### 3.25.3 Identity Tags

Where possible all items on sale and on display should carry a tag showing the price and the name of your company. This way there can be no argument about how much the item costs and which booth it came from.

### 3.25.4.Delivery of Exhibits

Exhibits should not be sent to the venue until the stands are readily constructed. Exhibitors should arrange for a representative to be at the stand to receive goods as the Organiser will not accept or sign for any goods, exhibits or other materials on behalf of any exhibitors.

### 3.25.5.Hire of Security Guards

The Organiser will deploy adequate security guards to patrol the exhibition hall during the opening hours. You may hire additional security guards to guard your own stand if considered necessary. All security guards **must** be hired through the Hong Kong Convention and Exhibition Centre (Tel: (852) 2582-8888). Exhibitors requiring such service should fill out the [Form 12](#) in “**Additional Facilities and Services Order Form Booklet**” and return it directly to the Convention and Exhibition Centre on or before **27 November 2023**.