

TERMS and CONDITIONS 協議條款

1. Definition 定義

In these Terms and Conditions, save as the context otherwise requires:

除非本協議條款或上文另有規定，本協議條款內所使用的下列術語和短語具有本條規定的含義：

- 1.1 Organizer - means 主辦機構
Inspire Advertising & Marketing Ltd 盈柏廣告策劃有限公司
1002 Metro Centre II, 21 Lam Hing Street, Kowloon Bay, Kowloon, Hong Kong 香港九龍九龍灣臨興街21號美羅中心2期1002室
Tel 電話：(852) 2786 0998
E-mail 電郵：contact@lohasexpohk.com Website 網址：www.lohasexpohk.com
- 1.2 Exhibitor - means an applicant applying to exhibit at the Exhibition or, as the case may be, whose application to exhibit at the Exhibition has been accepted by the Organizer and approved by the Organizer in advance in writing, and shall where the context permits, include licensees of the Exhibitor.
參展商指申請在展覽會上展出其展品的申請人，或如情況適用者，指其參加展覽會的申請已經主辦機構書面同意和接受，而如若文意許可者，則包括參展商的特許持有人。
- 1.3 Exhibition - means LOHAS Expo 2022 to be held in Hong Kong Convention And Exhibition Centre during -H□, 2022.
展覽會指在2022年 月 日在香港會議展覽中心舉行之「樂活博覽2022」。
- 1.4 Exhibition Venue - means the venue as designated by Hong Kong Convention And Exhibition Centre for the Exhibition.
展覽場地指由香港會議展覽中心規劃予展覽會之場地。
- 1.5 Exhibitor's Manual - means the manual made available by the Organizer for downloading by the Exhibitors at such designated website to be supplied by the Organizer to the Exhibitors from time to time, such manual contains information, rules and regulations relating to the Exhibition and the Exhibition Space and other incidental matters (as amended from time to time).
參展商手冊指主辦機構不時提供予參展商在指定的網址內下載之有關參展資訊的手冊，該手冊提供展覽會和展覽場地不時增加或變更的資訊、參展規定、約章及其它有關事項。
- 1.6 Application Form - means the form designated by the Organizer for the Exhibitor to submit as an application for a booth space / booth spaces in the Exhibition.
申請表指由主辦機構指定採用供參展商用作申請展覽會攤位的申請表格。
- 1.7 Participation Fee - means the fees for the use of the spaces to be allocated to the Exhibitor in the Exhibition Venue.
參展費指參展商在展覽場地使用所分配展覽攤位的費用。
- 1.8 Participation Period - means the period as from the date of the Exhibitor's submitting the Application Form to the closing date of the Exhibition.
展覽期間指從參展商向主辦機構遞交申請表之日起至展覽會結束之日止的期間。
- 1.9 Publicity Materials - means any promotional gifts, samples, catalogues, pamphlets and all and any advertising and publicity materials whatsoever which an Exhibitor wishes to display, distribute, offer or use at or for the Exhibition.
宣傳資料指任何促銷禮品、樣本、產品名錄、宣傳手冊和參展商希望在展覽會上展示、派發、給予或使用的所有廣告和宣傳材料。
- 1.10 Representatives - means the directors, officers, employees, servants, agents, contractors, subcontractors and all other representatives.
代表指有關的董事、理事、僱員、代理人、承辦人、分包承辦人及所有其他代表。
- 1.11 Rules of Venue - means the rules and regulations implemented by the Hong Kong Convention And Exhibition Centre in relation to the Exhibition or the use of the Exhibition Venue.
場地規則指由香港會議展覽中心不時制定就本展覽會而執行的展覽場地規則和規定。
- 1.12 Terms and Conditions - means all the terms and conditions contained herein including those contained in the Application Form.
協議條款指本文連同申請表上之所有條款及條件。

2. Application 申請

- 2.1 An Application Form duly completed and executed by the Exhibitor should be couriered or mailed or faxed to the Organizer at:
由參展商填妥及簽訂的申請表應以快速、郵寄或傳真的方式送交主辦機構，联系方式如下：
Inspire Advertising & Marketing Ltd 盈柏廣告策劃有限公司
1002 Metro Centre II, 21 Lam Hing Street, Kowloon Bay, Kowloon, Hong Kong 香港九龍九龍灣臨興街21號美羅中心2期1002室
Tel 電話：(852) 2786 0998
E-mail 電郵：contact@lohasexpohk.com Website 網址：www.lohasexpohk.com
- 2.2 The Exhibitor shall provide the Organizer with any reasonable information in relation to its application and such information shall be true and accurate. Only a written confirmation or an invoice for deposit issued by the Organizer may constitute an acceptance of the Exhibitor's offer contained in this application on terms and conditions expressly provided herein but not further or otherwise.
參展商應向主辦機構就其申請提供合理的所需資料及該等資料必須真實及準確。由主辦機構已出具同意參展商申請的書面文件或訂金收費單即表示按照本協議條款的申請要約已被承約。
- 2.3 In consideration of the Organizer agreeing to accept the application of the Exhibitor, the Exhibitor agrees that it shall not at any time during the Participation Period withdraw its application.
鑒於主辦機構同意考慮參展商的申請，參展商同意不會在展覽期間撤回其參展申請。

3. Admission 批准參展申請

- 3.1 Only those Exhibitors whose exhibit products or services are within the title and scope of the Exhibition shall be considered for admission to the Exhibition.
只有展品或服務種類屬於展覽會主題範圍之內的參展商的申請才能獲考慮接受參展。
- 3.2 Until acceptance of an Exhibitor's application, no rights to exhibit will be granted notwithstanding any payment is made to the Organizer. The Organizer reserves the right to decline any application without giving any reason.
在主辦機構接受參展商的申請要約之前，無論主辦機構是否收取過任何款項，參展商將不具有任何參展權利。主辦機構保留不出具理由而拒絕申請的權利。
- 3.3 The Organizer shall be entitled to revoke any admission if such admission was processed on inaccurate or false information or misunderstanding.
如主辦機構是由於不準確或錯誤資訊或誤解才接受參展商的申請，主辦機構有權收回給予參展商的批准。
- 3.4 The Organizer shall have the right to relocate, reallocate or change floor plan, size of the Exhibition Venue, the number or location of the Exhibition place or booth, individual stands, entrances, exits or aisles at any stage during the Participation Period without giving rise to any right for any claims against the Organizer.
主辦機構保留在展覽期間任何時間重新分配、轉換或調整展覽場地的平面圖、規模、攤位或展覽空地地點及數量、個別攤位、入口、出口或通道的權利而毋須向參展商負上任何索賠責任。
- 3.5 If through no fault on the part of the Organizer the space allocated is no longer available and there is no other comparable booth space available, the Exhibitor shall be entitled to a refund of the Participation Fee paid, free of interest, as agreed liquidated damages. The Exhibitor agrees that under such circumstances no claims for further damages will be submitted and that the Organizer will not be liable to any other damages.
如非主辦機構的過錯而出現所分配的攤位不可使用，亦沒有其他類似攤位可以提供的情况，參展商有權要求退還已繳付的參展費（不含利息）作為定額賠償。除此之外，參展商同意不會提出進一步的索賠要求，主辦機構亦不對他項損失負責。
- 3.6 Without limiting the generality, in the event that any intended exhibits cannot be transported to the Exhibition Venue on time or at all (including but not limited to cause by loss, delay in transportation, or delivery forbidden by any applicable governmental authorities or detention by any applicable customs authorities), or the Exhibitor or its Representative is late or cannot participate in the Exhibition, the Exhibitor shall still be legally liable for payment under the Terms and Conditions as if no such event happened.
在不影響一般性的前提下，參展品由於某一原因（包括但不限於展品丟失、運輸延遲或海關扣押或遭有關關防機構禁運）以致展品不能運抵或及時到達，或者參展商或其代表遲到或不能參加展覽會，參展商仍有責任按本協議條款支付參展費，猶如沒有出現上述情况一樣。
- 3.7 Should the Exhibitor fails to take over the allocated space in compliance of the Rules of Venue one day prior to the commencement of the Exhibition, such allocated space may be otherwise disposed of in such manner as the Organizer thinks fit. This shall not release the Exhibitor from its contractual obligations under the Terms and Conditions nor entitle it to a demand for refund or make any other claims against the Organizer.
如果參展商或其代理在展覽開始之前一天沒有接收分配的攤位，主辦機構可以自行決定將此攤位分配予其他參展方或另行處置。這不能免除參展商在此協議條款上的責任或賦予其要求退款的權利，或賦予其向主辦機構提起任何其他索賠要求的權利。

4. Terms of Payment 付款方式

- 4.1 The deposit representing 50% of the Participation Fee paid upon submission of the Application Form shall be applied toward payment as 50% of the Participation Fee upon acceptance of the application. Once accepted, such payment representing 50% of the Participation Fee shall become non-refundable. The balance of the Participation Fee will be due on 14/10/2022 or such other date as may be indicated in the invoice.
於提交申請表所付金額為參展費的百分之五十的按金在參展商的申請被主辦機構接受時當作繳付了百分之五十的參展費。申請一經接受，該百分之五十的參展費不可退還。主辦機構將向參展商發送參展費的付款通知。參展費的餘數於2022年5月12日或付款通知上註明的期限內（如有者）到期繳付。
- 4.2 Interest will be charged on any amount over due at the rate of 3% over the prime lending rate of Hong Kong dollar as quoted from time to time by HSBC Hong Kong.
逾期支付的款項將逐日計收利息，年利率為香港 豐銀行有限公司不時指定的港元貸款最優惠利率加百分之三。
- 4.3 The Organizer reserves the right to demand from the Exhibitor additional non-interest bearing deposit or other form of guarantee for the payment of the Participation Fee or costs of actual or potential damages.
主辦機構保留隨時要求參展商支付額外無息保證金或提供其它形式的擔保的權利，作為實際或潛在的損失費用的擔保。
- 4.4 Charges for services or deliverables other than the Participation Fee and any other relevant charges or expenses as mentioned in the Exhibitor's Manual shall be payable at the time and in the manner as set out in the separate invoice issued for such purposes.
參展費以外的服務費及其他於參展商手冊所述的費用將按該等費用的付款通知上的方式另行支付。
- 4.5 All payment and remittance should be made to Inspire Advertising & Marketing Ltd in US or HK dollars without deduction of any bank charges, currency exchange charges, government fees or taxes, and should be made in the manner as stated in the Application Form.
所有款項連同有關額外的銀行手續費、政府收費、稅項和匯率轉換費用，應以申請表上所述之方式以港元或美金支付予盈柏廣告策劃有限公司。
- 4.6 The Organizer is granted a right of lien on all stand equipment and exhibits of the Exhibitor in respect of any outstanding amount payable by the Exhibitor. The Exhibitor authorizes the Organizer to realize or dispose of such items on lien in order to meet such outstanding payment. The Organizer cannot be held liable for damages or losses to the items on lien.
如參展商未能支付全部或部份應付款項，主辦機構擁有參展商展位內的設備和展品的留置權。同時，參展商授權主辦機構將留置物品變現或出售留置物品用以支付欠款。主辦機構將不為由於變現或出售而產生的留置物品的損失或損壞承擔任何責任。
- 4.7 If invoices are sent to a third party on the Exhibitor's instructions, the Exhibitor shall still remain primarily liable to the Organizer for the invoice amount until the invoice is fully settled.
如主辦機構將發票開至參展商指定的第三方，則在發票未完全付清前，參展商仍為主辦機構的主債務人。

- 4.8 In case of default by the Exhibitor of payment of any sum due to the Organizer, the Organizer shall without prejudice to other available reliefs be entitled to elect to rescind the contract or otherwise dispose of the booth space(s) allocated as it thinks fit.
如參展商未能按協議條款規定按期付款支付任何款項，主辦機構有權終止合同或以其它方法將有關攤位另行處置。
- 5. Withdrawal or Non-Participation 取消申請或不參展**
- 5.1 Once the application made pursuant to an Application Form is accepted, the Exhibitor shall not be entitled to withdraw its participation in the Exhibition nor reduce the booth space(s) applied for in its Application Form. Any request for withdrawal or variation of the booth space(s) shall not constitute a variation nor waiver of any amount payable to the Organizer by the Exhibitor. 經申請表提出的參展申請，一經接受後，不得退出或減少所申請的攤位面積，亦不得藉此改變或寬減本應付的參展費或其他費用。
- 5.2 In the event that the Exhibitor's request for withdrawal is accepted by the Organizer who shall have no obligation to accept, following provisions shall apply:
如主辦機構同意（但沒有責任同意）參展商的退展要求，參展費將按以下方式計算：
- (a) The deposit (50% of the Participation Fee) payable upon acceptance of this Application is non-refundable in any event but may be utilized as payment for the whole or part (as the case may be) of the withdrawal fee as more particularly provided herein below;
訂金（即參展費的百分之五十）在任何情況下不可退回，但可用做支付下述的退展費的部份或全部（視情況而定）；
- (b) In the event that the request of withdrawal is received on or before 10th April 2022, the withdrawal fee shall be 50% of the Participation Fee;
如主辦機構在2022年4月10日或之前收到參展商的書面退展申請，參展商應付的退展費只為原本參展費的百分之五十；
- (c) In the event that the request of withdrawal is received on or before 10th May 2022, the withdrawal fee shall be 75% of the Participation Fee;
如主辦機構在2022年5月10日或之前收到參展商的書面退展申請，參展商應付的退展費只為原本參展費的百分之七十五；
- (d) In the event that the request of withdrawal is received on or after 11th May 2022, the withdrawal fee shall be 100% of the Participation Fee.
如主辦機構在2022年5月11日或之後收到參展商的書面退展申請，參展商應支付百分之百的參展費作為退展費。
- 6. Termination of Right to Exhibit 參展資格的取消**
The Organizer shall have the right to terminate without notice an Exhibitor's right to exhibit in the Exhibition if in the reasonable opinion of the Organizer that any one or more of the following events shall occur:
如主辦機構合理地認為存在下列情況，主辦機構有權在不事先通知的前提下取消參展商參展的資格：
- 6.1 The Exhibitor or any of its Representative commits a breach of any Terms and Conditions, Rules of Venue or any rules and regulations in the Exhibitor's Manual; or
參展商或其代表違反了本協議條款、場地規則或參展商手冊的任何一項規定；或
- 6.2 The Exhibitor, being a body corporate, enters into a 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 or suffers any similar action in consequence of debt or if an Exhibitor being a sole proprietorship or partnership becomes, bankrupt or insolvent or enters into any arrangements with its creditors or takes or suffers any similar action in consequence of debt; or
參展商作為法人、個人或如屬合夥人，則某一合夥人被強制和/或自願與其債權人進入清算程序、破產程序、債務安排或重組，或其全部或部份資產由清算委員會接管，或因其債務問題導致類似情況；或
- 6.3 The Exhibitor conducts any activity which, in the opinion of the Organizer, does not conform to the nature and purpose of the Exhibition, or interfere with the rights of other Exhibitors at the Exhibition; or
參展商進行的活動依據主辦機構的標準與展覽會的性質或目的不符，或干擾了展覽會上其他參展商的權利；或
- 6.4 Any exhibits, demonstration, Publicity Materials shall be considered hazardous or may contain misrepresentation or be reasonably suspected to violate the LOHAS concept or to infringe any intellectual rights of any third party; or
參展商的展品、活動或宣傳資料被視為危險，或含有失實陳述或合理地懷疑與樂活概念相違或侵犯任何第三者的知識產權；或
- 6.5 The booth space(s) is/are not occupied by the Exhibitor by 11:00 am on the first Exhibition day of the Exhibition, in such a case, the Exhibitor shall be deemed to have cancelled the booth space(s) contracted for and the Organizer shall have the right to use such space(s) as it deems appropriate. The Participation Fee paid will be forfeited and Clause 5 shall be applicable as if the Exhibitor had requested for withdrawal from participation as of such date; or
參展商在展覽會第一天上午十一時之前不進入展覽場地或接收所分配的攤位參展，則視為其已取消所預訂的攤位，主辦機構有權以其認為合適的方式使用該攤位，此種情況被視為參展商在當日要求放棄參展，參展費概不退還而上文第五條條款將適用於此等情況；或
- 6.6 In the reasonable opinion of the Organizer, the participation of the Exhibitor in the Exhibition shall be terminated.
主辦機構憑藉其合理推定和判斷，認為應該取消參展商的參展資格。
- 7. Exhibits and Exhibitor's Representatives 展品及參展商代表**
- 7.1 All Exhibitor's Representatives proposed to be present in the Exhibition Venue during the Exhibition (including all the Exhibitor's personnel, presenters, models, security personnel or other agents) must wear the Exhibition badge as agreed and provided by the Organizer.
所有將進入展覽場地的參展商代表（包括參展商的員工、介紹/示範員、模特兒、保安人員或其他代表）應佩戴或粘貼主辦機構同意提供的參展標識名牌。
- 7.2 Any display of inflammable or pungent exhibits or exhibits whose display or demonstration entails noise, smell or strong light requires the prior written consent and approval of the Organizer. 任何易燃、帶有刺激性氣味或展時產生噪音、氣味或強光的展品須經主辦機構的書面同意和批准才能展出。
- 7.3 Exhibits may not be removed from the Exhibition Venue during the course of the Exhibition. The operation and demonstration of exhibits is only permissible within the scope of accepted standards which shall be determined by the Organizer absolutely.
禁止參展商在展覽會正式結束前撤展。展品的操作和展示須符合主辦機構和展覽場地規定的標準。
- 8. Use of Site and Safety and other Obligations 場地使用和安全及其他義務**
- 8.1 The Exhibitor shall be solely responsible for the custody and safety of their exhibits, their own Representatives and all property with the Exhibition space allocated to it. The Exhibitor shall be liable for any damages, losses, claims, costs or other expenses suffered by any third parties resulted from the acts of the Exhibitor, its Representatives, agents and by its exhibits or any activities carried out by the aforesaid. The Exhibitor expressly releases the Organizer from any claim for any damages, losses, claims, costs or other expenses suffered by the Exhibitor, its Representatives or agents occurred in or resulted from the Exhibition. The Exhibitor shall take out the appropriate insurance to cover all these risks as referred to in this clause. The Exhibitor agrees to indemnify the Organizer, its Representatives and agents and hold them harmless against all claims, liabilities and expenses (including legal costs in defending itself) of damages or losses of property or personal injury suffered by any third party occasioned by or incidental to any alleged infringement relating to any exhibit or acts of the Exhibitor, its Representatives or agents.
參展商須獨自承擔保證其攤位範圍內的展品、其代表及其它所有財物的監管和安全的責任。參展商對因其行為，其代表或代理人的行為及其展品，對任何第三方造成的損失、損害承擔賠償責任。參展商在此明確表示主辦機構無須承擔任何此等或其它連帶責任。對於展覽會可能對參展商、其代表或代理人造成的損失、索賠或費用，參展商應購買合適的保險以降低本條所述的各種風險；參展商同意賠償主辦機構、其代表和/或其代理人因任何第三方對參展商的展品、參展商和/或其代表的侵權的指控而造成的所有損失及費用（包括抗辯的律師費）。
- 8.2 The Exhibitor shall observe and comply with all the requirements and policies of the Exhibition Venue, Rules of Venue and Exhibitor's Manual. No advertising, display, demonstration or canvassing for business may be placed or carried out outside the allocated space(s) in the Exhibition Venue.
不准在展覽場地攤位以外的其他地方作廣告宣傳、商品展示或者招攬生意。參展商在自己的展區外不得放置任何展品或廣告牌。參展商應遵守展覽場地的所有規則和政策、場地規則以及參展商手冊的一切條款。
- 8.3 Exhibitor's booth must be manned by such competent Representatives of the Exhibitor as authorized by the Organizer at all times during the Exhibition.
展會期間任何時分，參展商必須委派能夠勝任的代表駐守管理其攤位。
- 8.4 The Exhibitor shall not do or permit to do any act which may cause nuisance, inconvenience, disturbance or risks to the Organizer, other Exhibitors, visitors or any third party in the Exhibition Venue.
參展商在展覽場地不應或許可他人進行任何對主辦機構、其他參展商、參觀人士或任何第三方造成滋擾、不便、干預或造成危險的行為。
- 8.5 The Exhibitor undertakes to the Organizer that no exhibits which infringe or may infringe any third party's intellectual property rights will be mentioned in any Publicity Materials or will be admitted to or be displayed in the Exhibition Venue during the Exhibition. The Exhibitor agrees that it will forthwith remove any items which, in the opinion of the Organizer or under allegation from any third party, may infringe the intellectual right of any third party. The Exhibitor agrees to indemnify the Organizer, its Representatives and agents and hold them harmless against all claim, liabilities and expenses (including legal costs in defending itself) resulted from any alleged infringement relating to any exhibit or acts of the Exhibitor, its Representatives or agents. For avoidance of doubt, this clause does not in any way undermine the Organizer's right under Clause 6.
參展商向主辦機構承諾任何可能對第三者的知識產權造成損害或可能造成侵權的展品不會進入展覽場地並在展覽期間在展覽場地展出，也不會在任何宣傳資料中提及。參展商同意彌償主辦機構、主辦機構的代表或代理人因參展商的展品侵害第三方的知識產權而遭受的損失，並使主辦機構免遭受到因參展商的展品侵害第三方知識產權而引致的任何索償、責任及費用。如主辦機構認為有展品侵害第三方的知識產權或收到此類投訴，參展商同意立即將有關展品撤離展覽場地。為免生疑問，此條款並不影響或削弱主辦機構在上述第6條條款的權利。
- 9. Exclusion of Liability 責任的免除**
- 9.1 Contract and invoice without the stamp and signature by the Organizer shall not be binding on the Organizer. The company involved will not have the right to exhibit and the Organizer shall not be responsible for any loss incurred with reference to any non-binding contract or document.
任何未經主辦機構蓋章和簽署之合同及發票，及非主辦機構提供之指定銀行帳號，主辦機構概不承認。
- 9.2 None of the Organizer, its agents, Representatives, contractors or employees shall be liable in any way whatsoever in respect of loss, injury or other damages, other than death or personal injury caused by the negligence of the Organizer or their employees, suffered by or caused to the Exhibitor, its Representatives, employees, contractors or agents or the products or other property of the Exhibitor or such parties or any Exhibitor or visitor.
除非是因主辦機構或其僱員的過錯或疏忽而造成，主辦機構及其代理商、代表、承包商或其僱員將不以任何形式對任何參展商及其代表、僱員、承包商或代理商或其他參展商或參觀者的死亡或人身傷害，或展品或其他財產造成的損失或傷害負責。
- 9.3 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.
主辦機構將不以任何形式對於此展覽會或此展覽期間進行的任何介紹、示範或進行的商業交易的後果負責。
- 9.4 The Exhibitor shall be responsible for effecting insurance which should include (but not limited to) its displays, exhibits and stands 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.
參展商應負責為以下事項投保，包括但不限於：為其展示、展品和攤位投保盜竊、火險、公共險（包括展位佔用人責任）、和其他自然災害險，並在主辦機構要求時，出具上述保險的保單。
- 9.5 The Exhibitor hereby acknowledges that no representation has been made by the Organizer or any of its Representatives, staff, agents or contractors or in any promotional brochures or materials for the Exhibition in relation to the expected number or category of the participating Exhibitors or of the visitors in the Exhibition and that any information which may have been given

to the Exhibitors is only for general reference which shall not be and is not relied upon by the Exhibitor.

參展商在此確認主辦機構或其代表、僱員、代理、或承包商，或在任何介紹或推廣展覽會的單張或資料中就展覽會的預期參展商或入場觀眾數目或類別並沒有作出任何陳述，而任何可能有所提供的資料給予參展商只用作為一般參考用途，參展商並沒有依賴此等資料。

- 9.6 It is the obligation on the Exhibitor's part to study the Exhibitor's Manual before submitting the Application Form as well as during the Participation Period from time to time. Whether or not the Exhibitor has downloaded the Exhibitor's Manual from the Organizer's designated web-site, the Exhibitor shall be entitled to a copy of the Exhibitor's Manual upon request from time to time upon payment of the reasonable copying charges.
在提交申請表之前及在展覽期間，參展商有責任不時閱讀參展商手冊。不論參展商是否已於主辦機構所提供的網址下載了參展商手冊，參展商有權不時作出要求，在支付有關的合理複印費後取得參展商手冊。

10. Waiver 棄權

- 10.1 Any waiver or acquiescence by the Organizer of any of these Terms and Conditions shall not prevent the subsequent enforcement of these Terms and Conditions and shall not be deemed to act as a waiver or acquiescence in respect of any subsequent breach.
主辦機構如有寬免或默許本協議條款中任何條款，均不能影響日後執行該等條款，也不構成寬免或默許日後違反協議條款的違約行為。

11. Cancellation, Postponement and Other Changes of Exhibition 展覽會取消、延期和其他更改

- 11.1 The Organizer reserves the right, in the case of Force Majeure, directives, laws or regulations imposed by any governmental or quasi-governmental authority, to cancel, postpone, alter in character, reduce in scale, shorten or extend the duration of the Exhibition at any time without incurring any liability whatsoever to the Exhibitor. In such circumstances, the Exhibitor shall not be entitled to rescind from the contract or to claim against the Organizer or their agents or Representatives, whether for loss or damages, or return of all or part of any money paid by the Exhibitor.
主辦機構保留在發生不可抗力（定義見條款12）、或在任何政府當局或半官方機關下達命令、指示或法令取消、延遲展覽會、更改展覽會性質、縮小展覽會規模、縮短或延長展覽會舉辦時間，而毋須向參展商負上任何責任的權利。在此等情況時，參展商無權解除合同或就此產生的損失或損害向主辦機構或其代理或代表提出索賠、或者要求主辦機構或其他代理或代表退還由其支付的全部或部分參展費。
- 11.2 The Organizer shall not be liable for any direct or indirect losses sustained or disadvantages suffered by the Exhibitor as a result of postponement, curtailment, extension, cancellation or other changes to the event caused by the Force Majeure.
主辦機構不須承擔參展商因展覽會在上述原因引致被推遲、縮減、延長、取消或作其他更改所產生的任何直接或間接損失的責任。

12. Force Majeure 不可抗力

- 12.1 "Force Majeure" shall mean all events which are beyond the control of the Organizer, and which are unforeseen, unavoidable or insurmountable, and which prevent performance by the Organizer. Such events shall include earthquakes, typhoons, strikes, flood, fire, war, outbreak of disease, social unrest, act of government or any other events which cannot be foreseen, prevented or controlled, including events which are accepted as Force Majeure in general commercial practice.
"不可抗力"應指主辦機構無法控制、不可預見、不能避免或不能克服、且阻止主辦機構履行合同的的所有事件，此類事件包括地震、颱風、水災、火災、戰爭、疫情、社會動蕩、政府行為或其他任何不可預見、不能避免、或無法控制的事件，包括在通行商業慣例中認可的不可抗力事件。

13. General Provisions 一般條款

- 13.1 The Exhibitor agrees to be bound by these Terms and Conditions. Any other agreements, individual permits or arrangements shall require written confirmation by the Organizer.
參展商同意遵守此協議條款。其他任何協議、許可或安排應當獲得主辦機構的書面確認方可作有效。
- 13.2 The English version of these Terms and Conditions shall prevail the version in any other language in case of any inconsistency or discrepancies. Should any of the above items be or become invalid, this shall not affect the validity of the remaining terms.
本協議條款的不同語文版本若出現不一致的意思或內容有所出入時，以英文版本為準。如果上述某項條款無效或失效，將不影響本協議條款其他條款的效力。
- 13.3 These Terms and Conditions together with the Exhibitor's Manual and the Application Form and all other written contracts and written agreements entered into between the Organizer and the Exhibitor in relation to the Exhibition shall form an integral contract ("the Contract") to the exclusion of any other representation or oral agreement. In the event of any conflict between these Terms and Conditions and the Application Form and all other contracts and agreements, these Terms and Conditions shall prevail.
本協議條款及申請表及參展商手冊及所有其他由參展商與主辦機構簽訂的合同和協議將構成完整的合同，而任何其他陳述或口頭協議則不構成合同的一部份。如本協議條款與申請表或其他合同和協議有不一致之處，應以本協議條款為準。
- 13.4 Any claims of the Exhibitor as against the Organizer shall be barred after the earlier of 6 months of the closing date of the Exhibition or 9 months of the date of the Application Form. The liability of the Organizer under this Contract shall be limited to the amount of the total payment received by the Organizer from the Exhibitor under this Contract.
參展商在展覽會結束後的六個月之後或申請表上註明的日期的九個月後（以較早的日期為準）對主辦機構提出任何的索賠均會超過訴訟時效而不得受理。主辦機構在本合同中對參展商的賠償責任上限定為在主辦機構從參展商收到的費用總額。
- 13.5 The Exhibitor shall bear all costs and expenses (including legal costs on a full indemnity basis) incurred by the Organizer in the recovery of any monies payable to it by the Exhibitor or in the enforcement of any Terms and Conditions. The Organizer is entitled to set off any indebtedness of the Exhibitor to the Organizer against any indebtedness of the Organizer to the Exhibitor.
參展商將承擔主辦機構為追回該參展商應付款或為實施本協議條款而發出的與參展商有關的一切費用和成本（包括支付全部法律費用）。主辦機構有權以對該參展商的應付款抵銷對該參展商的應收款。
- 13.6 Time shall be of the essence of the Contract in relation to all the provisions of these Terms and Conditions as shall relate to the payment of any monies from the Exhibitor to the Organizer.
以上協議條款中有關參展商向主辦機構支付款項相關的條款而言，時間的約定均為合同的要素。
- 13.7 All notices, demands or other communications required or permitted to be given or made under these Terms and Conditions shall be in writing and delivered personally or sent by prepaid registered post or by facsimile addressed to the intended recipient thereof at its address specified in these Terms and Conditions or in the Application Form (as the case may be), or such other address notified by such party. Any such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by facsimile) immediately or (if given or made by letter) two days after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.
本協議條款下，應出具或發送的所有通知、告知、或其他必要的或許可的通信應以書面形式作出，並親自遞送，或以預付郵資掛號信或傳真的方式送達收件人的地址，地址請參見本協議條款或申請表（視情況而定）。此等通知、告知或通信應視為立即收到（如親自遞交或以傳真方式發送），或寄送後兩日內收到（如以信件方式發送），顯示有正確地址、郵票和郵戳的信封可以作為充足的有效送達證據。
- 13.8 Nothing in these Terms and Conditions shall create a relationship of landlord and tenant nor that of a partnership nor that of principal and agent between the Organizer and the Exhibitor.
本協議條款並不構成主辦機構與參展商之間存在租客與業主關係、合夥關係或委托代理關係。

14. Governing Law 適用法律

- 14.1 These Terms and Conditions shall be governed by and constructed in all respects in accordance with the laws of Hong Kong and the Exhibitor irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Courts.
本協議條款的適用法律為中華人民共和國香港特別行政區的法律，參展商同意香港法庭具有非專屬性質的司法管轄權。