

## 3.2. Intellectual Property Rights

### PROTECTION OF INTELLECTUAL PROPERTY RIGHTS AT HKTDC EXHIBITIONS

#### Exhibitors' Brief

The Hong Kong Trade Development Council (HKTDC), 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 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 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:

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 whatever violate or infringe any third party's rights including all intellectual property rights including but not limited to trade marks, copyright, designs, names, and patents whether registered or otherwise. The Exhibitor agrees to fully indemnify the Organiser and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any third party's claim of infringements by the Exhibitor and/or the Organiser and/or the latter's agents, representatives, contractors or employees of such third party's rights.

(same as R&R 43.2) 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 Fair Legal Advisor engaged by HKTDC.
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 on site 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 power, at its sole and absolute discretion, to immediately terminate the Exhibitors' right of participation in the Fair in question without any refund of the participation fee already paid by the Exhibitor and to ban the Exhibitor or any parent, associate, affiliated and / or subsidiary company from any or all future HKTDC exhibitions.

### **Penalties**

An exhibitor or any parent, associate, affiliated and / or subsidiary company 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 Fair Legal Advisor:

- 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;
- (ii) supplies or offers to supply any goods to which a false trade description is applied; or
- (iii) has in his possession for sale, or for any purpose of trade or manufacture, any goods to which a false trade description is applied commits a criminal offence.

Further, any person who forges any registered trade mark or falsely applies to any goods any trade mark so nearly resembling a registered trade mark as to be calculated to deceive also commits a criminal offence.

Any person who commits such an offence under the Trade Descriptions Ordinance may be liable -

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

## **Documents Required as Evidence of Subsistence, Ownership and Infringement of Intellectual Property Rights**

### **A. Copyright**

1. date and place that the work was first made;
2. name of author and name of owner of the work;
3. original work or a certified copy of the original work e.g. design drawings, sketches;
4. proof of ownership of the work. In the event the author of the works is an employee of the complainant, contract of employment;
5. in the event the author of the works is not the complainant nor an employee of the complainant, copyright assignment evidencing assignment of copyright from author to complainant;
6. invoice, shipping document or other documents evidencing the date of (i) first sale of the product or article to which the original copyright work relates or (ii) first publication of the relevant copyright work;
7. alternatively, an affidavit of the copyright ownership pursuant to Section 121 of the copyright Ordinance.

### **B. Trade Mark**

1. Original or certified copy of a valid Certificate of Registration of Trade Mark in Hong Kong including any renewal certificates or proof of renewal.

### **C. Registered Design**

1. Original or certified copy of a valid Certificate of Registration of Design in Hong Kong including any renewal certificates or proof of renewal.

### **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.
2. A written opinion from the complainant's Hong Kong patent agent or legal advisor that the Hong Kong patent is valid and infringed by the display of the Exhibitor's product or material in dispute during the Fair.

And any other evidence that the 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 we find Exhibitors using less than 60% of their display area exhibiting the appropriate product under a designated product category zone, we have the right and will have no hesitation to ask the Exhibitor to immediately relocate and/or terminate its participation in the Exhibition, without any recourse on our part.

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

All exhibitors and their staff assigned to man the booth are strictly requested to wear exhibitor badges at all times during move-in, move-out and throughout the entire exhibition period.

#### Exhibitor Badges

- Exhibitor badges are to be used by staff manning your stand. They should not be transferred to other parties.
- All duty staff must not be under 18 years of age.
- Each duty staff must wear one badge.
- Exhibitor-badge-holders will be randomly checked at the hall entrance. Upon request, please present business cards for verification.
- The use of photocopied and fake badges is illegal. Persons using such badges will be referred to the police.

#### Contractor and Transportation Worker

- Contractor and transportation worker badges are only valid during the move-in and move-out periods; they are not valid during the exhibition period.
- Any person without proper badges will not be admitted into the fairground.

#### Vehical Passes

One vehicle pass will be issued to each exhibitor for entering the loading and unloading bay of AsiaWorld-Expo.

The pass must be displayed on the windscreen and is only valid during the period as indicated. Should exhibitors require additional vehicle passes, please apply in writing to the Organisers on or before **17 March 2017**.

Please note that vehicle passes are **not** parking permit. All vehicles / trucks must leave the loading bay after loading of their exhibits.

### 3.6. Exhibits

Under no circumstances will the Organisers 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 3:30pm on 30 April 2017.**

### 3.7. Confidential Questionnaires

At the completion of the Fair, exhibitors are requested to provide information regarding their participation to the Organisers. 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 Organisers will collect these completed questionnaires in the afternoon of the last day of the Fair, i.e. **30 April 2017**.

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.

### **3.8. Photographing and Video Shooting**

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

### **3.9. 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 Arbutnot Road, Central, Hong Kong  
Tel: (852) 2846 3268 Fax: (852) 2846 3261  
Website: <http://www.cash.org.hk/en/home.do>
- (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)  
22/F, Shanghai Industrial Investment Building, 48-62 Hennessy Road, Wan Chai, 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.

### **3.10. 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 50 dB (A). The Organisers 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 Organisers. Exhibitors are responsible for supervising the actions of all visitors and employees operating audio / visual equipment located in their exhibit area.

### **3.11. 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.

### **3.12. 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.**

### **3.13. Admission**

The Organisers reserve the right to refuse admission to the Fair of any visitors, exhibitors or their agents who are at the absolute discretion of the Organisers 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.**

### **3.14. Insurance**

The Organisers undertake 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.

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.

### **3.15. 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 Organisers do 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 Organisers 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.

### **3.16. Bills and Posters**

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

### **3.17. Code of Conduct for participation in Exhibitions**

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 Exhibitions 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 Organisers.

#### **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 and Beverages**

According to the regulations of the AsiaWorld-Expo, 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 Exhibitions" as issued by the Organisers.

### **3.18. Special Arrangements for Tropical Cyclone & Black Rainstorm Warning Signals**

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 *Hong Kong International Printing & Packaging Fair 2016*

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

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

1. 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 8:30am**, the fair will remain **closed**. In the rare situation when a Tropical Cyclone Warning Signal No. 8 (or above) is issued before 8:30am 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 2:00pm**, 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 2:00pm**.

##### **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 Organisers 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 Organisers 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**

1. 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 2:00pm**, 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 2:00pm**.

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

1. 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. Other Issues**

1. The Organisers 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 Organisers will announce the changes, if any, as soon as possible.

## **3.19 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 (Ordinance No. 116 of 1997)**

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

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

#### **Section 5 Manufacture of national flag and national emblem regulated**

3. ...The display or use of the national emblem in unusual dimensions is subject to the prior approval of the Central People's Government.

#### **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**

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

### **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 (Ordinance No. 117 of 1997)**

Similar provisions in relation to the regional flag and regional emblem are continued in:

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

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

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

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

## **3.20. 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

#### b. Selection of decoration material

Use environmentally-friendly materials (e.g. recycled materials).

#### c. Production of publicity materials

- Print publicity materials on recycled paper.
- Minimize the number of publicity materials printed.

#### 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**

#### 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 Organisers.

## **3.21. Caution on Third Party Promotional Offers from Fair Guide/Expo Guide**

The Hong Kong Trade Development Council (HKTDC) has learnt that exhibitors have been receiving invitations from Fair Guide (owned by Construct Data) for listings in its guide at the exhibitors' expense. It has also come to HKTDC's attention that another company under the name Expo Guide (owned by Commercial Online Manuals S de RL de CV ("Commercial Online Manuals")) has sent similar invitations to exhibitors inviting them to update or correct their data with its fair directory for free listing. The HKTDC would like to stress that neither the Fair Guide nor the Expo Guide has any connection with the HKTDC or any of our fairs.

UFI, an international organization which represents the interests of the exhibition industry worldwide has been warning the exhibition industry to be vigilant against Fair Guide, Expo Guide, Construct Data, Commercial Online Manuals and other similar guides and organisations. 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 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 HKTDC does not recommend that you sign any materials that you receive from Construct Data, and/or Commercial Online Manuals. If you have mistakenly entered into contract with Construct Data and/or Commercial Online Manuals, you should notify Construct Data and/or Commercial Online Manuals 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, please visit: [http://www.ufi.org/Public/Default.aspx?CLEF\\_SITESMAPS=161](http://www.ufi.org/Public/Default.aspx?CLEF_SITESMAPS=161).

### **3.22. Smok-Free Policy**

AsiaWorld-Expo has 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.