

## **SUMMER SOUL 2022 展覽規則**

### **Rules and Regulations of the Fair**

「本規則」指由「大會」或「主辦機構」不時予以修訂的申請條款及展覽會規則。  
“Rules and Regulations” refer to the terms and conditions of application and the rules and regulations of the Fair herein which are subject to amendments from time to time by the “Event Host” or the “Organizer”.

#### **1. 定義**

##### **Definitions**

1.1 「展覽」、「展覽會」、「展會」及「大會」均指 2022 年 6 月 25-26 日「會場」舉行的「SUMMER SOUL 2022」。

“Fair”, “Exposition”, “Exhibition” and “Event Host” all refer to the “SUMMER SOUL 2022” Fair to be held on 25<sup>th</sup> - 26<sup>th</sup> Jun 2022 at the “Venue”.

1.2 「主辦機構」指「HOW AMAZING COMPANY LIMITED」，負責展覽的主辦、推廣、規則的設立及執行，以及一切有關展覽的管理事宜。

“Organizer” means “HOW AMAZING COMPANY LIMITED” which is responsible for organizing and promoting the Fair, setting up and implementing the Rules and Regulations as well as all matters associated with the management of the Fair.

1.3 「參展商」指其參展的申請已被大會正式接納者，「參展商」個體是指任何以獨資經營、合夥人或有限公司名義，包括或其代表、代理及僱員。

“Exhibitor” means a participant whose application has been officially approved by the Event Host. “Exhibitor” as an entity refers to anyone participating as a sole proprietor, a partnership, or a limited company, including its representatives, agents, and employees.

1.4 「會場」指香港特別行政區九龍灣國際展貿中心三樓展貿廳 2 指定範圍內的地方。

“Venue” means the designated area in Rotunda 2, 3/F, Kowloon Bay International Trade & Exhibition Centre, Kowloon Bay, Hong Kong Special Administrative Region (“HKSAR”).

#### **2. 參展資格**

##### **Eligibility of Participation**

2.1 主辦機構擁有唯一及絕對的決定權利，在不給予任何理由或解釋下接受或拒絕申請者有關展覽的申請。

The Organizer has the sole and absolute right at its own discretion, without giving any reason or explanation, to approve or reject any applicant’s application for participation in the Exhibition.

2.2 所有參展商必須是根據適用法律在香港或其本國經營業務的合法註冊的公司或商業組織。主辦機構可以要求參展商在附上申請表格時出示最新的商業登記證及公司註冊證書。

All Exhibitors must be duly registered companies or commercial organizations carrying on business under applicable laws in Hong Kong or in their places of registration. The Organizer may request the Exhibitor to submit the latest business registration certificate and document of incorporation together with its application form.

2.3 參展商保證交予主辦機構的申請表格及所有其他文件與信息確屬真實，完整並為最新的資料。

The Exhibitor warrants its application form and all other documents and information submitted to the Organizer are true, complete, and up to date.

2.4 參展商必須接受當參展申請表格一經簽署後，即代表其落實參展並同意繳交全數參展費，亦同意遵守「SUMMER SOUL 2022 展覽會規則」內的所有條款、包括一切額外條款及守則，並承擔所有有關責任。

Once the Fair application form is signed, the Exhibitor represents that it agrees to participate in the Fair and to pay the exhibitor fees in full and agrees to abide by all the Rules and Regulations, including any other additional terms and rules, and to bear all relevant obligations.

### **3. 場地、參展商攤位及倉存分配**

#### **Venue, Exhibitor Booths and Storage Allocation**

3.1 主辦機構擁有唯一及絕對的決定權利保留隨時更改展覽計劃或場地安排的權利，並毋須事先向參展商作出通知，參展商不得向大會或主辦機構追討任何賠償。

The Organizer has the sole and absolute right to change the exhibition plan or venue arrangement at anytime at its own discretion without any prior notice given to the Exhibitor. The Exhibitor shall not be entitled to claim the Event Host or the Organizer for any loss or damage.

3.2 主辦機構擁有唯一及絕對的決定權利隨時修改會場的圖則，參展商不得向大會或主辦機構追討任何賠償。

The Organizer has the sole and absolute right to change the Venue floor plan at anytime at its own discretion. The Exhibitor shall not be entitled to claim the Event Host or the Organizer for any loss or damage.

3.3 主辦機構擁有唯一及絕對的決定權利分配及規劃參展商攤位的位置及空間，參展商不得向大會或主辦機構追討任何賠償。

The Organizer has the sole and absolute right to allocate and designate the location and spatial arrangement of the Exhibitor booths at its own discretion. The Exhibitor shall not be entitled to claim the Event Host or the Organizer for any loss or damage.

3.4 主辦機構擁有唯一及絕對的決定權利分配及規劃參展商倉存的位置及空間，參展商不得向大會或主辦機構追討任何賠償。

The Organizer has the sole and absolute right to allocate and designate the location and spatial arrangement of the exhibitor's storage area at its own discretion. The Exhibitor shall not be entitled to claim the Event Host or the Organizer for any loss or damage.

#### **4. 攤位使用**

##### **Use of the Booths**

4.1 攤位只限於參展申請表格上的參展商使用，而該參展商不得將攤位擅自轉讓、轉售、分租、許可或以任何其他形式提供予第三者使用。主辦機構可以毋須事前通知而即時終止違規者的參展權，並要求違規者即時退出展覽會，拆除其攤位並將所有展品遷離會場，所有搬遷及有關費用由違規者自行及全部承擔。

The booths are to be used only by the Exhibitor listed on the application form. The Exhibitor shall not transfer, re-sell, sub-lease, permit or let any third parties to use the booth(s) in any other manner. The Organizer shall immediately terminate the Exhibitor's right of participation for violating any of the Rules and Regulations, and ask the violator to leave the Fair immediately, dismantle its booth(s) and remove all its exhibits from the Fair Venue without any prior notice given. All removal and associated expenses shall be solely and exclusively borne by the violator itself.

4.2 任何參展商只可在其攤位派發其宣傳品，不得在展覽場地內任何其他地方進行廣告宣傳、示範或招攬生意。展品及廣告牌亦不得放在其攤位以外。

The Exhibitor shall distribute its promotional items at its own booth(s) only and shall not conduct any advertising promotion, demonstration, or business solicitation at any other locations within the Fair Venue. No exhibit and advertising placard shall be placed beyond the boundary of the Exhibitor's booth(s).

4.3 參展商只可展示與展覽會攤位確認信所述的產品類別展區相符的展品及宣傳品。

The Exhibitor shall only display its exhibits and promotional items that are commensurate with the product category of the exhibition zone as described in the Fair booth confirmation letter.

#### **5. 展品**

##### **Exhibits**

5.1 參展商只可以展示及售賣其遞交之參展表格上所列明之宣傳品及展品，主辦機構可以根據當時的情況而要求參展商放棄展示及售賣其宣傳品及展品，參展商不得向大會或主辦機構追討任何賠償。

The Exhibitor shall only display and sell promotional items and exhibits specified in the application form. The Organizer can ask any Exhibitor to cease displaying and selling any promotional items and exhibits according to the on-site circumstances. The Exhibitor shall not be entitled to claim the Event Host or the Organizer for any loss or damage.

5.2 根據香港特別行政區現行的《淫褻及不雅物品管制條例》，如參展商的展品或宣傳品或其他有關的物品被評定為屬於淫褻及不雅物品，參展商必須根據該《淫褻及不雅物品管制條例》把該物品標示為禁止向未成年人士(十八歲以下)出售、發佈或帶有類似意思的標語。

If any of the exhibits or promotional items or any other associated articles of the Exhibitor are classified as obscene and indecent under the Control of Obscene and Indecent Articles Ordinance of the laws of HKSAR, the Exhibitor must comply with the Control of Obscene and Indecent Articles Ordinance and label those articles with a warning statement or a remark with similar meaning that they are prohibited to be sold and released to minor (below the age of 18) persons.

5.3 所有參展商展示或出售的物品必須符合香港特別行政區現行的《商品說明條例》；任何參展商均禁止在營業行為中使用某些不良營商手法，例如：誤導性遺漏、具威嚇性的營業行為、餌誘式廣告宣傳、先誘後轉銷售行為及不當地接受付款等等。

All articles displayed or marketed by the Exhibitor should comply with the Trade Descriptions Ordinance of the law of HKSAR. Exhibitor must not adopt unfair trade practices in its business, such as misleading omissions, aggressive commercial practices, bait advertising, bait and switch, and wrongly accepting payment, etc.

5.4 參展商不得在會場內展示或銷售違法的物品，包括但不限於侵犯任何第三者的權利的物品。主辦機構可以毋須事前通知而即時終止違規者的參展權，並要求違規者即時退出展覽會。

The Exhibitor is not allowed to display or market illegal articles at the Fair Venue, including but not limited to articles infringing the rights of any third party. The Organizer shall immediately terminate the violator's right of participation without any prior notice given and ask the violator to leave the Fair Venue immediately.

5.5 由於場地的使用限制，參展商不得出售任何食品或飲品，主辦機構有權要求參展商停止出售有關的物品。

Owing to the use restriction of the Fair Venue, Exhibitor is not allowed to sell any items of food or drinks. The Organizer has the right to ask the Exhibitor to stop selling the items concerned.

## **6. 保險**

### **Insurance**

6.1 主辦機構已為「SUMMER SOUL 2022」購買公眾保險，但對涉及任何參展商及參觀者、其個人物品及展品的任何風險，大會或主辦機構概不負責。

The Organizer has effected public liability insurance for the "SUMMER SOUL 2022" Fair. Neither the Event Host nor the Organizer shall have any liability for any sort of risks associated with exhibits, the exhibitors, and visitors as well as their personal properties.

6.2 參展商應自行負責個人及攤位內的財物安全，安排足夠的工作人員駐守攤位，並時刻提高警覺。

The Exhibitor shall be responsible for the security of its personal properties and properties within its booths, arranging adequate staff to station at the booths and be always on alert.

6.3 參展商應購買適當保險及第三者保險。投保範圍應包括但不限於為其陳列品、展品及展台因失竊、火災、公眾（包括佔用者責任）及其他任何自然原因引致的損失或毀壞，投保時間應包括展會期間及展品搬進、撤出展館時間。

The Exhibitor shall effect appropriate insurance and third-party coverage. The insurance cover shall include but not limited to losses and damages of the displayed items, exhibits and booths due to theft, fire, public liabilities (including the occupier's liabilities) and any other natural causes. The period insured should cover both the exhibition period and the time required for transporting the exhibits into and out of the Fair Venue.

6.4 參展商應就本規則可能對其構成的所有潛在責任，以及可能因疏忽而招致的法律責任購買保險。任何因參展商或其代理、代表、承包商或僱員的行為或遺漏對展覽場地、其他參展商或主辦機構的任何財產造成的損失或毀壞，概由參展商負責賠償。

The Exhibitor shall effect insurance on all potential risks that may derive from observing these Rules and Regulations as well as any legal liabilities that may arise from negligence. Should other Exhibitors or the Organizer incur losses or damages to their properties due to the act or neglect of the Exhibitor or their representatives, agents, contractors, or staff, that Exhibitor shall bear all the responsibilities of compensation.

## 7. 大會商標使用

### Using the Logo of the Event Host

如參展商採用大會的商標作為其展品或產品包裝，以及宣傳品或攤位的任何展示部分，參展商必須保證該展品或產品包裝，以及宣傳品或攤位的任何展示部分在各方面均沒有違反或侵犯任何第三者的權利，包括所有知識產權的，其中包括但不限於已註冊或未註冊的商標、特權、外觀設計、名稱及專利；如因第三者指控參展商或大會或主辦機構或其代理、代表、承包商和僱員侵權而招致的費用、開支及索償，參展商必須同意悉數賠償大會或主辦機構或其代理、代表、承包商和僱員。

If an Exhibitor adopts the logo of the Event Host in its exhibits, the packaging of products, its promotional items or any display portions of its booths, the Exhibitor shall warrant that its exhibits, the packaging of products, its promotional items or any display portions of its booths do not violate or infringe any rights of third parties, all intellectual property rights including but not limited to the registered or non-registered trademarks, licensed rights, industrial designs, brands and patent rights. Should any third party claim the Exhibitor, the Event Host or the Organizer or their representatives, agents, contractors or staff for any fee, expense, or compensation due to infringement of such rights, the Exhibitor shall fully indemnify

the Event Host or the Organizer and their agents, representatives, contractors, or staff.

## **8. 護衛 Security Guards**

參展商如有貴重展品需要通宵貯存，應自行投保或聘請特別護衛服務，一切費用由參展商負責。參展商必須事前通知主辦機構。

If the Exhibitor requires storing their valuable exhibits overnight, it shall effect insurance on its own or hire special security guard service. All expenses concerned are to be borne by the Exhibitor. The Exhibitor should inform the Organizer well in advance should there be such a need.

## **9. 攝影、電台及電視台攝製及轉播 Photography, Radio and Television Recording and Broadcasting**

所有參展商未經主辦機構批准均不得在會場範圍內進行攝影、電台及電視台攝製及轉播。

大會及大會工作人員有權隨時於會場範圍內進行攝影、錄音及錄影，以作大會內部紀錄及宣傳用途，大會或主辦機構不需要事前通知參展商。

All Exhibitors shall not take photographs, conduct radio and television recording and broadcasting within the Fair Venue without the prior permission of the Organizer. However, the Event Host and its staff shall have the right to take photographs, audio and video recordings at anytime within the Fair Venue for internal record and promotion purposes. There is no need for the Event Host or the Organizer to inform the Exhibitors in advance about this.

## **10. 參展商行為守則 Exhibitor's Code of Conduct**

### **10.1 攤位管理 Management of Booths**

在大會對外開放時間內，參展商必須安排最少一名獲授權的代表長駐在參展攤位內當值，並委派足夠人員留守，而所有工作人員亦必須佩戴由主辦機構所提供的工作證。

During the opening hours of the Fair, the Exhibitor shall arrange at least one authorized representative on duty to station at the exhibition booth and to post adequate manpower at the booth. All staff shall wear the work permits provided by the Organizer.

### **10.2 展會期間的秩序 Order During the Period of the Fair**

參展商需自行於會場安排足夠工作人員維持秩序，如參展商於場內舉辦之宣傳或促銷活動引起群眾聚集而影響現場秩序、人流通行或影響附近其他參展商的正常運作，主辦機構有權立即將該活動並調配至適當的地方進行，甚或即時終止有關活動。

The Exhibitor shall arrange adequate manpower on its own to maintain proper order. Should the advertising or promotional activities held by the Exhibitor draw crowds to gather and affect order of the Fair Venue, smooth visitor flow or normal operation of other Exhibitors, the Organizer has the right to move the activities to take place at other suitable locations, or even terminate such activities immediately.

### 10.3 參展商及承建商工作證

#### Work Permit for Exhibitors and Contractors

所有參展商及其職員和承建商，在進館、撤館及展覽期間，必須佩戴由主辦機構發出的正式工作證。持參展商工作證人士及其工作資格必須遵守及符合香港特別行政區的現行法律及法例。參展商及承建商只許派發工作證予其職員使用，此證並不得轉讓或給予他人使用。

All Exhibitors, their staff and contractors must wear the official work permits issued by the Organizer when entering or leaving the Fair Venue and during the exhibition period. Persons holding the Exhibitor's work permits shall be bound by and their permission to work complying with the prevailing law and regulations of HKSAR. The Exhibitor and contractor should hand over such work permits to their staff only. These permits are not transferable or should not be given for use by any other person.

10.4 如主辦機構認為參展商進行不恰當的商業活動、使用有問題的宣傳或推廣手法、以不正當手法經營或進行與香港特別行政區法律相牴觸的活動，主辦機構有權要求參展商終止有關活動。

If the Organizer considers that the Exhibitor is conducting inappropriate commercial activities, adopting questionable advertising or promotional schemes, using improper business practices or carrying on activities that contravene the laws of HKSAR, the Organizer shall have the right to ask the Exhibitor to cease such activities.

### 10.5 音量 / 擴音器

#### Sound Level / Loudspeaker

參展商如需要使用視聽器材播放或播影，參展商必須確保其聲浪不得對其他參展商或參觀者構成任何滋擾或不便。如發出的聲浪對其他參展商及參觀人士造成滋擾、不便或騷擾，主辦機構有權馬上終止有關展示活動，而大會或主辦機構毋須為此向參展商退還有關費用或作出任何賠償。

If the Exhibitor requires using any audio visual equipment to play audio or video recordings, the Exhibitor shall make sure the noise level does not cause any nuisance and inconvenience to other Exhibitors or visitors. Should the noise level cause any nuisance, inconvenience or harassment to other Exhibitors or visitors, the Organizer has the right to terminate such kind of show activities immediately. The Event Host or the Organizer shall have no obligation to refund the expenses concerned or to pay any compensation to the Exhibitor.

參展商如需要在會場範圍內演奏或播放一切音樂或歌曲演奏，包括播放示範用音樂錄音帶及配樂，必須經以下機構許可：

- (a) 香港作曲家及作詞家協會
- (b) 錄音製品播放版權(東南亞)有限公司 (播放音樂錄音者適用)

- (c) 香港音像聯盟有限公司
- (d) 有權不時授出有關許可的其他有關機構

If the Exhibitor requires performing or playing any kind of music or song performances, including playing recording tapes of music and score music for demonstration purposes, it must obtain the permission of the following institutions beforehand:

- (a) The Composers and Authors Society of Hong Kong Limited
- (b) Phonographic Performance (South East Asia) Limited (applicable for playing musical recordings)
- (c) Hong Kong Recording Industry Alliance Limited
- (d) Other relevant institutions which have the right to grant relevant licences from time to time

## **11. 進館及撤館**

### **Moving into and Out from the Exposition Venue**

11.1 參展商必須按照主辦機構的安排及於指定時間內遷進或撤離會場。

The Exhibitor must follow the arrangement of the Organizer and move into and out of the Fair Venue within a specified time of period.

11.2 運送物品往返會場，以及接收、布置和搬走展品的安排及費用，一概由參展商負責。

The transportation of all articles to and from the Fair Venue as well as the arrangement and costs for receiving, laying out and removing the exhibits are entirely the responsibilities of the Exhibitor.

11.3 參展商必須於展覽會結束後，立即按主辦機構的安排及在指定時間內撤走參展商的所有展品、攤位物料/宣傳品及展台物料等等的擺設。任何遺留在展覽場地的參展商展品或攤位物料/宣傳品均被視作棄置物，主辦機構將予以清理，費用一概由有關參展商承擔。

After the exposition ends, the Exhibitor shall immediately remove all its exhibits, furnishing and displaying items including booth materials/promotional items and exhibition booth materials, etc. according to the Organizer's arrangement and within a specified time of period. Any Exhibitor's exhibits or booth materials/promotional items left behind at the Fair Venue will be regarded as abandoned and will be cleared by the Organizer, all at the charges of the Exhibitor.

11.4 參展商及/或其委託之承建商必須遵守進場及離場時間表。假若參展商或其委託之承建商於午夜 12 時後進行工作，必須向九龍灣國際展貿中心繳交超時罰款。

The Exhibitor and/or its assigned contractor must abide by the time schedule of entering and leaving the Venue. If the Exhibitor or its appointed contractors need to work beyond 12:00 midnight, it shall pay overtime penalty to Kowloon Bay International Trade & Exhibition Centre.

## **12. 終止參展資格**



## Termination of the Eligibility of Participation

發生以下任何一項情況時，主辦機構有權即時終止參展商在展覽會的參展資格及封閉其攤位，而毋須事先給予通知，有關費用一概由參展商承擔：

- (a) 假若參展商或其代表違反本規則任何條款；或
- (b) 假若參展商被發現以歧視態度對待展覽會某些參展商；或
- (c) 假若參展商被發現以歧視態度對待展覽會某些參觀者；或
- (d) 假如參展商被控或被判觸犯任何刑事罪行，或其行為令本身、展覽會或主辦機構的聲譽受損；或
- (e) 假如參展商違反本地任何適用法律或規則；或
- (f) 假若主辦機構行使其唯一及絕對酌情權決定有關參展商的參展權應予終止。

Should any of the following situations occur, the Organizer reserves the right to immediately terminate the Exhibitor's eligibility of participation in the Fair and close its booth without any prior notice given. All expenses incurred will be charged to the Exhibitor:

- (a) If the Exhibitor or its representative violate any of these Rules and Regulations;  
or
- (b) If the Exhibitor is found to be adopting a discriminating attitude towards certain Exhibitor(s); or
- (c) If the Exhibitor is found to be adopting a discriminating attitude towards certain visitor(s); or
- (d) If the Exhibitor is prosecuted or convicted of any criminal offence, or its conduct has caused damage to the reputation of itself, the Fair or the Organizer; or
- (e) If the Organizer, in exercising its sole and absolute discretion, concludes that a particular Exhibitor's right of participation should be terminated.

參展商一經被主辦機構取消參展資格，所繳交的參展或其他費用或物品（例如：廣告及贊助費用及／或禮品）將不獲發還。同時亦不得因此向大會或主辦機構追討任何賠償，參展商須自行承擔因違規而衍生的一切費用及損失。

Once the Organizer terminates the Exhibitor's eligibility to participate in the Fair, all participation and other fees paid and articles submitted (for instance, advertising and sponsorship fees and/or premium gifts) will not be returned. No claim for compensation shall be made to the Event Host or the Organizer. The Exhibitor shall bear all charges and losses as a result of the violation of the Rules and Regulations.

### 13. 蓋建攤位

#### Setting Up the Booths

13.1 攤位及展品重量不得超過會場所訂立的地面負荷限制。

The weight of the booth and exhibits shall not exceed the ground loading limit as specified by the Fair.

13.2 主辦機構保留權利改建或清拆任何不符合認可規格、主辦機構所定標準或展覽會規則的攤位，毋須〔事先〕給予通知，有關費用一概由參展商負擔。

The Organizer reserves the right to alter or dismantle any booths that do not meet the specifications, the stipulated standards made by the Organizer or the Rules and

Regulations without any prior notice given. All expenses incurred shall be borne by the Exhibitor.

13.3 租用展覽淨地的參展商，可委託主辦機構指定承建商或自僱承建商設計及蓋建其展台，唯展台設計必須按本細則規定呈交主辦機構審批。

If the Exhibitor rents the exposition floor space only, it may instruct a contractor nominated by the Organizer or employ a contractor of its own to design and set up its exhibition booth. The design of the booth must be submitted to the Organizer for approval according to the requirements in these Rules and Regulations.

13.4 任何在展覽場地進行的工程必須符合香港特別行政區現行法律及條例以及主辦機構的規定，參展商與其代理、承建商及分包商均須予以遵守。主辦機構保留權利阻止任何違反上述任何法律及條例的工程進行，參展商不得就任何有關損失或毀壞向主辦機構或其代理提出索償。

All works conducted in the Fair Venue must comply with the prevailing law and regulations of the HKSAR and the requirements of the Organizer, which must be observed by the Exhibitor and its representatives, contractors, and sub-contractors. The Organizer reserves the right to stop any works which violate any of the above-mentioned law and regulations to be carried out. The Exhibitor shall not be entitled to claim the Organizer or its representatives for compensation on any loss or damage.

13.5 租金並不包括清除及處理木箱、展台構件或其他物品的費用，參展商須為此項根據展覽場地徵收的費用或主辦機構合理決定的其他金額繳交額外費用。

The rental charges do not cover the costs of clearing and handling all wooden boxes, booth structures or other articles. The Exhibitor shall pay all charges levied by the Fair Venue or such additional charge of an amount reasonably determined by the Organizer.

13.6 所有自建攤位的設計、攤位用料及建築必須符合會場的規則，以及香港特別行政區政府轄下公營機構或部門所定的有關規例。

All designs of self-constructed booths, materials to be used and construction of booths must comply with the rules and regulations of the Venue, these Rules and Regulations and the relevant law and regulations of the relevant public organizations or departments of the HKSAR Government.

13.7 自建攤位的運輸、裝嵌、拆卸和清理一概由參展商負責。除非主辦機構另有規定，否則該等工程必須按照大會的安排及於指定時間內進行。

The transportation, assembly, dismantling and clearance of self-constructed booths shall be the sole responsibility of the Exhibitor. Unless otherwise specified by the Organizer, these works should follow the arrangement of the Event Host and be carried out within a specified time of period.

13.8 自建攤位之參展商要為其攤位的安全負上全部責任，並就其攤位之安全性、適合性或其某種特定用途等原因或關係所引起的任何責任，以及因其攤位對展覽場地、其他參展商、參觀者、主辦機構或任何第三者〔所〕造成的損害，而使主

辦機構、其代理、代表、承包商和僱員可能蒙受或招致的一切損失、責任、法律行動、訴訟、申索、賠償、費用（包括但不限法律費用）及開支，在要求下悉數予以賠償及今後在任何時候都保持全數彌償。

The Exhibitor with self-constructed booth(s) shall be fully responsible for the safety of its booth(s). Should there be any liabilities arising out from the safety, suitability or special functions of its booth(s) caused to the Fair Venue, other Exhibitors, visitors, the Organizer or any third party, the Exhibitor shall, upon request, fully pay and indemnify the Organizer, its agents, representatives, contractors and staff for all losses and damages, liabilities, legal actions, litigations, claims, compensations, charges (including but not limited to legal fees) and expenses and shall keep them fully indemnified at all times thereafter.

#### **14. 電力裝置**

##### **Electrical Inboothations**

14.1 展覽場地內只准使用電力作為光源或電源。

Only electricity is allowed to be used for lighting and power supply in the Fair Venue.

14.2 所有電力工程必須由主辦機構指定承建商進行，有關費用一概由參展商承擔。

All electrical inboothcation works must be undertaken by contractors nominated by the Organizer. All charges concerned shall be borne by the Exhibitor.

14.3 無論來自總電源、電池或發電機之電力，一律只能經由展覽場地的指定承建商供應。

All electricity power, whether from the main power source, batteries, or generator, shall only be supplied by nominated contractors at the Fair Venue.

14.4 所有外來施工承建商在施工前，必須向主辦機構提交電力裝置計劃，該計劃必須書面得到主辦機構批准後方可施工。

All inboothation contractors shall submit electrical inboothation plans to the Organizer prior to the commencement of work. A written approval of the plan from the Organizer must be obtained before any work commences.

#### **15. 免責條款**

##### **Disclaimer**

15.1 除因主辦機構或其工作人員疏忽而引致的死亡或人身傷害外，參展商、其代表、承建商、承辦商或僱員或此等人士或任何其他參展商或訪客的產品或其他財產所蒙受或招致的任何損失、傷害或其他毀壞，大會或主辦機構或其代理、代表、承辦商、承建商或僱員概不負上任何責任。

Except for deaths or personal injuries caused by the negligence of the Organizer or its staff, the Event Host, the Organizer, its agents, representatives, services and works contractors or employees are not liable for all losses, injuries or damages to the products and other personal properties caused to the Exhibitor, its

representatives, works and services contractors, employees, any other exhibitor(s) or visitor(s).

15.2 任何因天災、戰爭、醫療衛生的憂慮（例如爆發嚴重急性呼吸系統綜合症）、恐怖襲擊恐嚇、暴亂、示威、內亂，不可避免的意外或任何不受主辦機構及展會管理機構控制範圍以內的成因所引致或構成的死亡及人物傷害均不會被視作大會或主辦機構或其員工的疏忽。

Deaths and personal injuries caused by or constituted from natural disasters, wars, medical and hygienic causes (e.g., SARS epidemic), threats of terrorist attacks, riots, demonstrations, civil disturbances, unavoidable accidents or whatever other reasons which are beyond the control of the Organizer or the management of the Fair shall not be regarded as an act or neglect of the Event Host or the Organizer or its employees.

15.3 倘「SUMMER SOUL 2022」於開展前及展覽期間，發生非大會、主辦機構及籌辦機構能力所控制範圍外的事務，如惡劣天氣、火災、水災、災難、疫症、地震、貿易制裁、任何暴動、戰爭、禁運、政府規限或訴訟等而導致「SUMMER SOUL 2022」不能如期或繼續舉行，大會保留隨時對「SUMMER SOUL 2022」予以取消、更改性質、規模、展銷日期及展銷日期長短的權利，大會或主辦機構毋須承擔任何責任。參展商亦不得以此向大會或主辦機構、其員工、其代理或代表追討任何損失及全部或部份已支付的參展費用。

Before the opening or during the exposition period of the "SUMMER SOUL 2022", should any incidents happen which are beyond the control of the Event Host, the Organizer or the organizing institution of the Fair, for instance, extreme weather, fire, flooding, catastrophes, epidemics, earthquakes, trade sanctions, riots, wars, embargoes, government restrictions or litigations, resulting in the "SUMMER SOUL 2022" Fair being not able to be held punctually or continuously, the Event Host or the Organizer reserve the right to cancel, change the nature, size, time schedule or length of the exhibition, and shall not be liable for any consequences. Exhibitors shall not rely on these reasons to claim the Event Host or the Organizer, its staff, agents or representatives for losses or reimbursement of their participation fees paid either in full or in part.

15.4 參展商與大會各服務承辦商的任何商業交易及合作，及一切引致的後果，大會或主辦機構一概毋須負責。

The Event Host or the Organizer shall not be responsible for any business transaction and cooperation between the Exhibitor and any of the Fair's service contractors.

15.5 參展商於展覽期內或期後進行的任何商業交易，及一切引致的後果，大會或主辦機構一概毋須負責。

The Event Host or the Organizer shall not be liable for any business transaction conducted by the Exhibitor during or after the Fair.

15.6 參展商進一步確認及同意主辦機構毋須就展覽場地超出主辦機構控制範圍的任何系統機能失常，或電訊或其他電子通訊故障負責。

The Exhibitor further acknowledges and agrees that the Organizer shall not be liable for any malfunctioning of any systems in the Fair Venue or any communication or other electronic communication failures which are beyond its control.

#### **16. 棄權聲明** **Waiver Notice**

主辦機構未有行使本細則賦予的權利，並不等如其後不會執行本細則，亦不等如放棄行使對其後違規行為的權利。

If the Organizer withholds to exercise its rights granted by these Rules and Regulations, it shall not be regarded as having waived its rights to exercise them thereafter and shall not be taken that the Organizer has given up exercise of its rights against violation conducts.

#### **17. 監管法例** **Regulatory Ordinances**

本規則受香港特別行政區現行法例監管，並按照香港特別行政區現行法例解釋，參展商不可撤回地接受香港特別行政區現行法院的非獨有司法管轄權管轄。

These Rules and Regulations are subject to the prevailing law and regulations of HKSAR and will also be construed according to the prevailing law of HKSAR. The Exhibitor shall irrevocably accept the non-exclusive jurisdiction of the courts of HKSAR.

18. 本展覽會規則以英文版為準。

The English version of these Rules and Regulations shall prevail in case of conflict.