



# Hong Kong International Lighting Fair (Autumn Edition)

## 香港國際秋季燈飾展

27-30/10/2010

**Compulsory For All Hong Kong Applicants**  
所有香港申請公司必須遞交此表格

**Customer Service Line 客戶服務專線 : (852) 1830668**

**#Email 電郵 : hkiif\_ae2010@hktdc.org**

**Deadline 截止日期 :**  
**To Be Submitted With Application Form**  
請連同參加表格一併提交

### Part IV 第四部份 Online Promotions and hktdc.com Free Sourcing Service 網上推廣計劃及 hktdc.com 展覽商貿配對服務

All Hong Kong exhibitors at the HKTDC Hong Kong International Lighting Fair 2010 (Autumn Edition) can now maximise their marketing ROI and obtain more buyer contacts, with online promotion on [www.hktdc.com](http://www.hktdc.com) for one year (August 2010 to July 2011). 香港貿發局香港國際秋季燈飾展2010之香港參展商可透過為期1年的「貿發網」([www.hktdc.com](http://www.hktdc.com)) 網上推廣計劃 (2010年8月至2011年7月)，獲取更多買家查詢，從而取得更高的推廣效能。

Please fill out this form and submit three photos for posting online, enabling us to bring more buyers to your booth and increase your buyer enquiries before and after the fair:

請填妥此表格，並遞交3張產品照片，以便上載於「貿發網」。這些資料亦可為貴公司吸引更多買家前去參觀您的展台，同時在展覽前後和展覽期間增加您的買家查詢：

- **Pre-fair** – email invites to pre-registered fair visitors to preview the exhibits on [www.hktdc.com](http://www.hktdc.com), where you can display your company information, product photos and booth numbers  
展覽前 – 本局將以電郵邀請已預先登記入場之買家在「貿發網」([www.hktdc.com](http://www.hktdc.com)) 上預覽您的公司資料、產品照片和展台號碼
- **During the fair** – provides opportunities for referral to visiting buyers, who can obtain a list of suitable exhibitors at the fairground via the **hktdc.com Free Sourcing Service**  
展覽期間 – 透過會場內的 **hktdc.com 展覽商貿配對服務**，入場買家將獲得一份切合其採購需要的參展商名單，藉此推介您的公司予合適買家
- **Post-fair** – offers opportunities for referral to more buyers at other relevant trade fairs as well as other Hong Kong Trade Development Council promotional activities  
展覽後 – 繼續推介您的公司予參觀其他相關展覽會及香港貿易發展局推廣活動的買家

Some exhibitors received as many as 2,600 buyer contacts from a single trade fair  
部份參展商於單一展覽會中喜獲高達2,600個買家查詢



**Remember – your application will only be confirmed if the materials for hktdc.com Online Promotions are submitted.**  
請緊記，您必須遞交有關「貿發網」網上推廣計劃的資料，方會獲本局確認貴公司的參展資格。

Organiser 主辦機構:

Sponsors 贊助商:

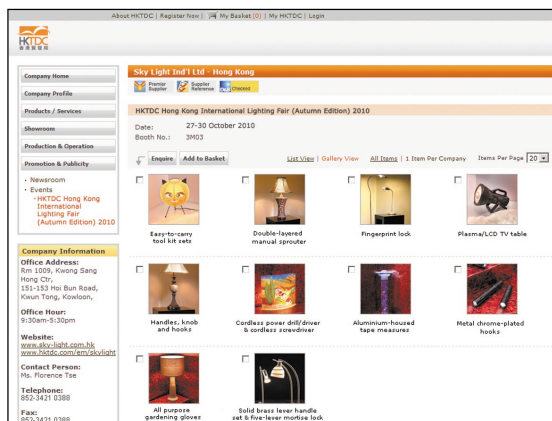
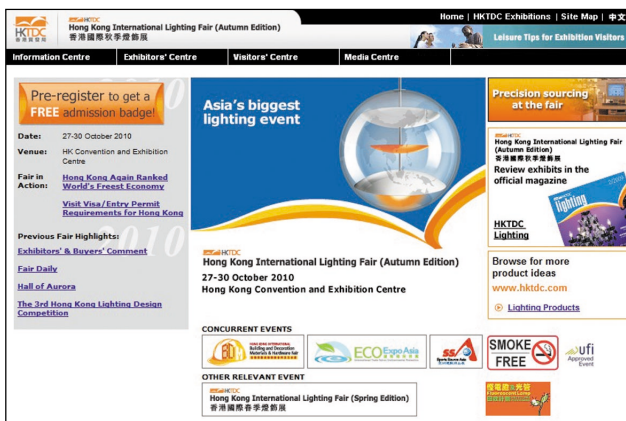


Federation of Hong Kong Industries 香港工業總會  
Hong Kong Electrical Appliances Manufacturers Association 香港電器製造業協會  
The Chinese General Chamber of Commerce 香港中華總商會  
The Chinese Manufacturers' Association of Hong Kong 香港中華廠商聯合會

The Hong Kong Electronic Industries Association 香港電子業商會  
The Hong Kong Exporters' Association 香港出口商會  
The Indian Chamber of Commerce Hong Kong 香港印度商會  
Trade and Industry Department, HKSAR Government 香港特別行政區政府工業貿易署

## A. hktdc.com Online Promotions Package details 「貿發網」網上推廣計劃內容

<b>I. Company Information 企業資訊</b> <ul style="list-style-type: none"><li>• Company Profile 公司簡介</li><li>• Certification Library 認證資料庫</li><li>• Supplier Reference – HKTDC activities 信用參考 – 香港貿發局活動</li></ul>	<b>III. Major Functions 主要功能</b> <ul style="list-style-type: none"><li>• DIY Photo Management 自行轉換相片</li><li>• Message Centre 信息中心</li><li>• Manage Contacts 管理聯絡資料</li><li>• Company Events 公司活動</li></ul>
<b>II. Product Information 產品資料</b> <ul style="list-style-type: none"><li>• 10 Photo Spaces 十張相片位置</li><li>• Photo Enlargement 特大產品相片</li></ul>	



## B. Product Photos 產品相片

HKTDC will help you post three product photos to hktdc.com, so please submit three product photos save into a CD-ROM. Please attach a digital photo for each product and mark the corresponding photo number on each file. You can upload the remaining seven photos to the website via DIY system (details to be provided later).

香港貿發局將助您登載三張產品相片到「貿發網」，請儲存3張產品相片於光碟中，並提交予本局。請為每項產品提供1張數碼相片，並將相片編號寫在有關的檔案上。您可利用DIY自助系統將其餘7張相片登載到網站中（詳情將於日後公佈）。

### • Photo Specifications 相片規格

- Full Size 影像大小 : 18cm (H) x 18cm (W) / 18厘米(高) x 18厘米(闊)
- Format 格式 : JPEG, RGB Colour / JPEG, RGB 彩色
- Resolution 解像度 : 72 dot per inch (dpi) / 每寸像素72 dpi
- File Size 檔案大小 : 550 pixels / 550像素

- Each photo should feature one product or products of one specific category. 每張相片只可登載一款產品或同一類別之產品。
- HKTDC reserves the right to refuse any product photo if it is not in keeping with the stated standards. Price lists, pirated and/or obscene products are not allowed. 貨品價格、盜版產品或淫穢物品皆不予登載，香港貿發局有權拒絕任何不符合本局標準的產品相片。
- HKTDC reserves the right to edit the text provided on this form and the product photos submitted. 香港貿發局保留一切對所提交之文字資料及產品相片之編輯及刪改權。

**Please fill in the Information Submission Form and submit it via post or email together with 3 digital photos to:**  
**請填妥資料申報表，並連同3張數碼相片，郵寄或電郵至：**

Hong Kong Trade Development Council 香港貿易發展局  
Unit 13, Expo Galleria, Hong Kong Convention & Exhibition Centre, 1 Expo Drive, Wan Chai, Hong Kong  
香港灣仔博覽道1號會議展覽中心博覽商場13號  
Customer Service Line 客戶服務專線：(852) 1830668 \*Email 電郵：hkilf\_ae2010@hktdc.org

<sup>1</sup> Exhibitors who would like more photo spaces can purchase an Enhanced Online Promotions package. Please refer to Part V - Additional Promotion Package – Official Magazine & Enhanced Online Promotions of the application form for details.  
參展商如需更多相片位置可額外購買網上推廣計劃加強版，請參考參加表格第五部份 - 額外推廣計劃 - 大會指定產品雜誌及網上推廣計劃加強版。

<sup>2</sup> The online promotions offer is only available to exhibitors with products that directly relate to the concerned industry of the Fair. HKTDC has absolute discretion in the allocation of the online promotions offer, and it reserves the right of final decision in case of any dispute.  
上述網上推廣計劃只適用於展出產品與是次展覽的行業有直接關連的參展商。香港貿發局對網上推廣計劃的分配有絕對酌情權；如有任何爭議，香港貿發局保留最終決定權。

<sup>3</sup> The online promotion offer is limited to 40 product photos per company.  
上述網上推廣計劃之相片位置上限為每公司40張。

<sup>#</sup> This email is used for submitting Online Promotions materials only.  
此電郵只供提交網上推廣資料。

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**Deadline 截止日期 :**  
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### Information Submission Form for Online Promotions 網上推廣資料申報表

Checklist (please "✓" where appropriate) 核對表 (請在適當位置加 "✓")	Submit by post 郵寄遞交	Submit by email 電郵遞交
Information Submission Form for Online Promotions 網上推廣計劃資料申報表	<input type="checkbox"/>	<input type="checkbox"/>
Product Photos 產品相片	<input type="checkbox"/>	<input type="checkbox"/>

Please complete this form legibly in **English** 請以**英文正楷**填寫 (Fields with \* must be completed. 有 \* 項目必須填寫)

\* This email is used for submitting Online Promotions materials only. 此電郵只供提交網上推廣資料。

#### I. Company Profile 公司簡介

1. \* Company name 公司名稱 : \_\_\_\_\_ (English)  
\_\_\_\_\_ (中文)

2. \* Nature of business 業務性質 (Please ✓ appropriate item(s). 可 ✓ 多於一項)

- |  |  |
|--|--|
| <input type="checkbox"/> Buying Cooperative 採購合作社 (16) | <input type="checkbox"/> Manufacturer 製造商 (4)        |
| <input type="checkbox"/> Export Agent 代理商(出口) (8)      | <input type="checkbox"/> Service Company 服務行業公司 (18) |
| <input type="checkbox"/> Exporter 出口商 (2)              | <input type="checkbox"/> Others 其他 (Un)              |

3. \* Industry 行業類別 (Please ✓ ONE. 請 ✓ 一項)

##### Manufacturing 製造業

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Auto Parts & Accessories<br>汽車及零部件 (2)              | <input type="checkbox"/> Furniture & Furnishings<br>傢俱及佈置用品 (18) | <input type="checkbox"/> Specialised Products<br>專業產品 (34) |
| <input type="checkbox"/> Books & Printed Items<br>書刊及印刷品 (4)                 | <input type="checkbox"/> Gifts & Premiums<br>禮品及贈品 (20)          | <input type="checkbox"/> Telecommunications<br>電訊 (37)     |
| <input type="checkbox"/> Building Materials<br>建築材料 (5)                      | <input type="checkbox"/> Household Products<br>家庭用品 (23)         | <input type="checkbox"/> Hardware<br>五金 (63)               |
| <input type="checkbox"/> Computer & Peripherals<br>電腦及週邊設備 (7)               | <input type="checkbox"/> Lighting Products<br>照明產品 (26)          | <input type="checkbox"/> Machinery<br>機械 (64)              |
| <input type="checkbox"/> Electronics & Electrical Appliances<br>電子產品及電器 (10) | <input type="checkbox"/> Packaging Materials<br>包裝材料 (29)        | <input type="checkbox"/> Chemicals<br>化學品 (65)             |
| <input type="checkbox"/> Environmental Protection<br>環保用品 (11)               | <input type="checkbox"/> Raw Materials<br>原材料 (32)               |  |

##### Services 服務業

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Media<br>傳媒 (6)  | <input type="checkbox"/> Engineering Services<br>工程服務 (46)       | <input type="checkbox"/> Surveying<br>測量 (56)                           |
| <input type="checkbox"/> Design Services<br>設計服務 (8)                                  | <input type="checkbox"/> Interior Design Services<br>室內設計服務 (48) | <input type="checkbox"/> Technology<br>科技 (57)                          |
| <input type="checkbox"/> Education & Training<br>教育及培訓 (9)                            | <input type="checkbox"/> Legal Services<br>法律服務 (49)             | <input type="checkbox"/> Environmental Services<br>環保服務 (58)            |
| <input type="checkbox"/> Information Technology Services<br>資訊科技服務 (24)               | <input type="checkbox"/> Printing Services<br>印刷服務 (51)          | <input type="checkbox"/> Telecommunication Services<br>電訊服務 (59)        |
| <input type="checkbox"/> Logistics & Transport Services<br>物流管理及運輸服務 (27)             | <input type="checkbox"/> Public Relations<br>公共關係 (52)           | <input type="checkbox"/> Packaging Services<br>包裝服務 (60)                |
| <input type="checkbox"/> Building & Construction Services<br>建造服務 (44)                | <input type="checkbox"/> Publishing Services<br>出版服務 (53)        | <input type="checkbox"/> Licensing<br>專利授權 (62)                         |
| <input type="checkbox"/> Business Management & Consultancy Services<br>商業管理及顧問服務 (45) | <input type="checkbox"/> Storage Services<br>倉庫服務 (55)           | <input type="checkbox"/> Quality Inspection and Testing<br>品質檢查及測試 (66) |

4. Year Established 成立年份 : \_\_\_\_\_

5. \* Background 公司背景 (Not more than 100 words 不可多於100字)

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6. \* Product/Service range 主要產品/服務 (Not more than 20 words 不可多於20字)

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7. Annual turnover 全年營業額 (US\$美金) (Please ✓ ONE. 請✓一項)
- < 50,000 (1)                       250,000 - 499,999 (4)                       1,000,000 - 4,999,999 (7)                       50,000,000 - 99,999,999 (10)
- 50,000 - 99,999 (2)                       500,000 - 749,999 (5)                       5,000,000 - 9,999,999 (8)                       >= 100,000,000 (11)
- 100,000 - 249,999 (3)                       750,000 - 999,999 (6)                       10,000,000 - 49,999,999 (9)
8. Major export market(s) 主要出口市場 (Please ✓ appropriate item(s). 可✓多於一項)
- Africa 非洲 (01)                       Japan 日本 (07)                       South East Asia 東南亞 (13)
- Australasia 大洋洲 (02)                       Korea 韓國 (08)                       Taiwan 台灣 (14)
- Central and South America 中南美 (03)                       Middle East 中東 (09)                       Western Europe 西歐 (15)
- China (Mainland) 中國內地 (04)                       North America 北美 (10)                       Worldwide 環球 (16)
- Eastern Europe 東歐 (05)                       Other Asian Countries 其他亞洲國家 (11)
- Hong Kong 香港 (06)                       Scandinavia 北歐 (12)
9. OEM services 提供原件製造服務：  Yes 有                       No 沒有
10. No. of staff 職員人數 (Please ✓ ONE. 請✓一項)
- 1-5 (A)                       16-25 (D)                       101-200 (G)                       1,001-2,000 (J)                       4,001-5,000 (M)
- 6-10 (B)                       26-50 (E)                       201-500 (H)                       2,001-3,000 (K)                       5,001-10,000 (N)
- 11-15 (C)                       51-100 (F)                       501-1,000 (I)                       3,001-4,000 (L)                       10,001-50,000 (O)
11. No. of engineers 工程師人數： \_\_\_\_\_
12. Certifications & Awards 證書及獎狀 (Please ✓ appropriate item(s). 可✓多於一項)
- ISO 9000 品質管理體系 (1)                       TL 9000 (6)                       ISO 9002 (12)
- ISO 14000 環境管理體系 (2)                       BABT (7)                       TS 16949 (13)
- QS 9000 (3)                       BS 7799 資訊安全管理體系 (8)                       Others (10)
- SA 8000 (4)                       OHSAS 18000 職業健康及安全管理體系 (9)
- EN 460000 & CE MARKING (5)                       ISO 9001 (11)
13. Factory size 廠房面積 (Square Metres 平方米 / Feet 平方呎)： \_\_\_\_\_

## II. Product Information 產品資料

### A) First Product/Service 第一項產品/服務

Please attach a digital photo  
請附上數碼相片

Photo File Name 相片檔案名稱：  
\_\_\_\_\_

1. \* Product/service name/caption 產品/服務名稱/相片說明  
(Not more than 10 words 不可多於10字)

\_\_\_\_\_

\_\_\_\_\_

2. Brand name 品牌名稱

\_\_\_\_\_

\_\_\_\_\_

3. Model no. 型號： \_\_\_\_\_ 4. Colour 顏色： \_\_\_\_\_

5. Size 大小： \_\_\_\_\_ 6. FOB unit price 離岸價格： \_\_\_\_\_

7. FOB port 離岸口岸： \_\_\_\_\_ 8. FOB currency 離岸貨幣： \_\_\_\_\_

9. Delivery/service lead time 付貨/提供服務所需時間： \_\_\_\_\_ 10. Minimum quantity 最少訂購數量： \_\_\_\_\_

11. Unit of measurement 數量單位： \_\_\_\_\_ 12. Harmonisation system code 海關協調編碼： \_\_\_\_\_

13. Universal standard products / services classification 一般標準產品和服務分類： \_\_\_\_\_

14.\* Specifications description 規格 (In point forms, not more than 100 words 分點列出，不可多於100字)

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

15\* Keyword for searching 搜尋關鍵字 (Not more than 5 words 不可多於5字)

\_\_\_\_\_

(The keywords are for reference only and HKTDC reserves the right to make any changes. 以上搜尋關鍵字只供參考之用，香港貿易發展局保留修改之權利)

**B) Second Product/Service 第二項產品/服務**

Please attach a digital photo  
請附上數碼相片

Photo File Name 相片檔案名稱：  
\_\_\_\_\_

1. \* Product/service name/caption 產品/服務名稱/相片說明  
(Not more than 10 words 不可多於10字)

\_\_\_\_\_

\_\_\_\_\_

2. Brand name 品牌名稱

\_\_\_\_\_

\_\_\_\_\_

3. Model no. 型號：\_\_\_\_\_ 4. Colour 顏色：\_\_\_\_\_

5. Size 大小：\_\_\_\_\_ 6. FOB unit price 離岸價格：\_\_\_\_\_

7. FOB port 離岸口岸：\_\_\_\_\_ 8. FOB currency 離岸貨幣：\_\_\_\_\_

9. Delivery/service lead time 付貨/提供服務所需時間：\_\_\_\_\_ 10. Minimum quantity 最少訂購數量：\_\_\_\_\_

11. Unit of measurement 數量單位：\_\_\_\_\_ 12. Harmonisation system code 海關協調編碼：\_\_\_\_\_

13. Universal standard products / services classification 一般標準產品和服務分類：\_\_\_\_\_

14.\* Specifications description 規格 (In point forms, not more than 100 words 分點列出，不可多於100字)

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- \_\_\_\_\_

15.\* Keyword for searching 搜尋關鍵字 (Not more than 5 words 不可多於5字)

\_\_\_\_\_

(The keywords are for reference only and HKTDC reserves the right to make any changes. 以上搜尋關鍵字只供參考之用，香港貿易發展局保留修改之權利)

**C) Third Product/Service 第三項產品/服務**

Please attach a digital photo  
請附上數碼相片

Photo File Name 相片檔案名稱：  
\_\_\_\_\_

1. \* Product/service name/caption 產品/服務名稱/相片說明  
(Not more than 10 words 不可多於10字)

\_\_\_\_\_

\_\_\_\_\_

2. Brand name 品牌名稱

\_\_\_\_\_

\_\_\_\_\_

3. Model no. 型號：\_\_\_\_\_ 4. Colour 顏色：\_\_\_\_\_

5. Size 大小：\_\_\_\_\_ 6. FOB unit price 離岸價格：\_\_\_\_\_

7. FOB port 離岸口岸：\_\_\_\_\_ 8. FOB currency 離岸貨幣：\_\_\_\_\_

9. Delivery/service lead time 付貨/提供服務所需時間：\_\_\_\_\_ 10. Minimum quantity 最少訂購數量：\_\_\_\_\_

11. Unit of measurement 數量單位：\_\_\_\_\_ 12. Harmonisation system code 海關協調編碼：\_\_\_\_\_

13. Universal standard products / services classification 一般標準產品和服務分類：\_\_\_\_\_

14.\* Specifications description 規格 (In point forms, not more than 100 words 分點列出，不可多於100字)

- \_\_\_\_\_
- \_\_\_\_\_
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- \_\_\_\_\_
- \_\_\_\_\_

15.\* Keyword for searching 搜尋關鍵字 (Not more than 5 words 不可多於5字)

\_\_\_\_\_

(The keywords are for reference only and HKTDC reserves the right to make any changes. 以上搜尋關鍵字只供參考之用，香港貿易發展局保留修改之權利)



# Terms & Conditions for Online Promotions

## 1) INTERPRETATION

- 1.1 In this Terms & Conditions unless the contrary intention appears the following definition(s) apply:
- "Advertisements"** print advertisements and/or online advertisements accepted for publication by HKTDC on Publication and/or the HKTDC website
- "Advertisers"** any person and/or company and/or business who place Advertisements on Publication and/or the HKTDC website
- "Publication"** any publication published or owned by HKTDC on which Advertisements provided by Advertisers are published with HKTDC's permission
- "HKTDC"** Hong Kong Trade Development Council
- "HKTDC website"** "www.hktcdc.com" or any other Internet website operated by HKTDC on which Advertisements provided by Advertisers are published with HKTDC's permission
- 1.2 Words denoting the singular shall include the plural and vice versa.
- 1.3 The headings in this Terms and Conditions are inserted for convenience only and do not affect its construction.

## 2) GENERAL

- 2.1 All Advertisers must be legally and validly registered companies or businesses either in Hong Kong Special Administrative Region or in their country of origin. HKTDC reserves its rights to (i) require Advertisers to produce a copy of their business registration certificate, certificate of incorporation or other company or business registration documents at any time and (ii) refuse to accept an Advertisement order if such documents are not provided by the Advertisers.

## 3) CANCELLATION, SUSPENSION AND ALTERATION

- 3.1 Advertisements may only be cancelled subject to:
- the confirmation of agreement for cancellation by HKTDC which shall be made at the sole and absolute discretion of HKTDC; and
  - the right of HKTDC to claim against the Advertiser for the full scale amount and/or charges in respect of all Advertisements that have been published by HKTDC under this Contract and also without prejudice to the rights and remedies of HKTDC against the Advertiser in respect of any accrued or antecedent claim or breach of any of the terms and conditions set out in this Contract; and
  - the full payment of the claim referred to in b) above by the Advertiser.
- 3.2 HKTDC shall have the right at its sole and absolute discretion to
- change the position of any Advertisement accepted for publication in the Publication and/or the HKTDC website without any notice
  - make any alteration it deems necessary or desirable in any Advertisement and require any block, copy or advertising material to be amended or altered to meet HKTDC's approval; and
  - vary or modify the website address, name, design, layout, contents, production, download time, time of publication, resolution, packaging, any other matter in relation to the Publication and/or the HKTDC website or any issue thereof or any other matters relating to the HKTDC website and any property owned by HKTDC on which Advertisements are published without prior notice and HKTDC shall not be responsible for any losses, damages, costs or expenses that the Advertiser incurs as a result of or in connection with such variation or modification.
- 3.3 The date(s) and month(s) of publication of the Publication and/or the HKTDC website or any issue thereof as advised by HKTDC (whether under this Contract or otherwise) is/are for indication only. HKTDC shall have the right at its sole and absolute discretion to alter the date/month of publication of the Publication and/or the HKTDC website, cancel or suspend the publication of the Publication or any issue thereof and/or the HKTDC website without any prior notice to the Advertiser. In the event HKTDC cancels or suspends the publication of the Publication or any issue thereof and/or the HKTDC website, HKTDC shall make a reasonable and proportional refund of the advertising fee paid to HKTDC for the particular Advertisement which is not published or launched by HKTDC or which is not published or launched by HKTDC for the full term of the publication period stated in this Contract because of the aforesaid cancellation or suspension without any compensation. In no circumstances shall the total liability of HKTDC for any such alteration, cancellation or suspension exceed the amount of a full refund of the advertising fee paid to HKTDC for the particular Advertisement in connection with which liability arose. The Advertiser hereby unconditionally and irrevocably undertakes that it will not make any other claim both legal or equitable against HKTDC, its servants and/or agents for any losses or expenses that it may suffer or incur as a result of or otherwise in connection with such alteration, cancellation or suspension.
- 3.4 Without prejudice to Clause 3.1 of this Contract, if the Advertiser for whatever reason cancels any Advertisement placed with the HKTDC under this Contract, the HKTDC shall have the right to demand repayment in full of any concessions, discounts and/or price reduction given to the Advertiser in respect of such Advertisement. If the Advertiser, due to any fault or inaction on its part or as a result of its own decision, fails to place all the Advertisements under the date and time specified in the Contract, the HKTDC shall have the right to demand repayment of discounts, concessions, and/or price reduction (including without limitation any series discounts given to long-term booking) given to the Advertiser in respect of any other advertisement under the Contract.

## 4) REMEDY AND REFUND

- 4.1 In the event of any error, mistake, misprint or omission in the launching, printing or publication of an Advertisement or any part thereof which arises out of the negligence or default of HKTDC, HKTDC will reinstate the Advertisement or the relevant part thereof (as the case may be) in the next issue or remedy such error, mistake, misprint or omission as soon as practicable or make a reasonable and proportional refund or adjustment to the advertising fee. No reinstatement, fee refund or adjustment will be made where the error, mistake, misprint or omission does not materially detract from the Advertisement. In no circumstances shall the total liability of HKTDC for any error, mistake, misprint or omission exceed the amount of a full refund of the advertising fee paid to HKTDC for the particular Advertisement in connection with which liability arose or the cost of a further or corrected Advertisement of a type and standard reasonably comparable to that in connection with which liability arose. In the case of any such error, mistake, misprint or omission, the only remedy to the Advertiser will therefore be either of the followings
- a reinstatement of the particular Advertisement in connection with which liability arose or the relevant part thereof (as the case may be) in the next issue of Publication and/or in the relevant HKTDC website;
  - a full refund or a reasonable and proportional refund (as the case may be) of the advertising fee paid to HKTDC for the particular Advertisement in connection with which liability arose; or
  - the cost of a further or corrected Advertisement of a type and standard reasonably comparable to that in connection with which liability arose.
- The Advertiser hereby unconditionally and irrevocably undertakes that it will not make any other claims both legal or equitable against HKTDC, its servants and/or agents for any losses, damages, costs or expenses that it may suffer or incur as a result of or otherwise in connection with such error, mistake, misprint and/or omission.
- 4.2 In the event that HKTDC removes any Advertisement placed by the Advertiser for any reason(s) other than those stated in Clause 10.2 of this Contract, HKTDC shall make a reasonable refund of the advertising fee paid to HKTDC for the particular Advertisement which is so removed by HKTDC. In no circumstances shall the total liability of HKTDC for such removal exceed the amount of a full refund of the advertising fee paid to HKTDC for that particular Advertisement which is so removed. The Advertiser hereby undertakes that it will not make any claims both legal and/or equitable against HKTDC, its servants and/or agents for any losses, damages, costs or expenses that it may suffer or incur as a result of otherwise in connection with such removal.

- 4.3 The Advertiser may request HKTDC to remove any Advertisement placed before the expiration of the publication period stated in this Contract. In the event that such Advertisement is so removed with the consent and approval of HKTDC, the Advertiser shall not be entitled to any refund of the advertising fee paid to HKTDC nor any other claims both legal and/or equitable against HKTDC whatsoever.

## 5) REPRESENTATION

- 5.1 HKTDC makes no representation to the Advertiser as to the quality of the Publication and/or the HKTDC website (whether in respect of paper type, colour, resolution, download time, layout presentation or otherwise) and HKTDC shall not be liable to the Advertiser in respect of all or any respect of the quality or otherwise of the Publication and/or the HKTDC website.

## 6) LIMITATION OF LIABILITY BY HKTDC

- 6.1 HKTDC only provides a communication platform for Advertisers to receive and reply to visitors' enquiries for business purposes. The Advertiser shall properly manage the use and confidentiality of the Message Centre Account and Contact List and should take its own precautions to prevent any misuse thereof by its staff. The Advertiser should inform HKTDC in writing at least 5 working days in advance of any proposed change of its log-in name and password. HKTDC shall in no circumstances be liable to the Advertiser or the visitors to the HKTDC website or any other person for any error, mistake, misuse, delay, loss or omission whatsoever and howsoever occurring in communications between them or the level of safety with which they are conducted. The Advertiser unconditionally and irrevocably undertakes that it will not make any claim either legal or equitable against HKTDC, its servants and/or agents for any losses, damages, costs or expenses that it may suffer or incur as a result of or otherwise in connection with such error, mistake, misuse, delay, loss or omission.

## 7) INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Advertiser hereby undertakes to act in good faith in all respects and represents, warrants and undertakes that (i) no third party intellectual property rights or any other rights will be infringed as a result of the publication of any Advertisement on the Publication and/or the HKTDC website featuring the Advertiser's products or services and/or in any material supplied by the Advertiser to HKTDC in relation to or otherwise in connection with the Advertisement; (ii) the Advertiser's Advertisement complies with and will comply with all applicable laws and regulations, including without limitation, those relating to advertising; and (iii) it has obtained all necessary consents and licences for the Advertisement.
- 7.2 HKTDC reserves the sole and absolute discretion to decline to publish any printed Advertisement if it reasonably suspects that the Advertisement may (i) involve the infringement of intellectual property rights or other rights of any third party; or (ii) otherwise contravene Clause 7.1 of this Contract, unless the Advertiser can, within 3 working days of being requested to do so, adduce evidence to the satisfaction of HKTDC that (a) it has the right to place the Advertisement and/or the Advertisement does not infringe any intellectual property rights of any third party; or (b) the Advertisement does not contravene Clause 7.1 of this Contract. In respect of online advertisements published on the HKTDC website, HKTDC shall remove the Advertisement immediately if it reasonably suspects that the Advertisement may (i) involve the infringement of intellectual property rights or other rights of any third party; or (ii) otherwise contravene Clause 7.1 of this Contract. HKTDC shall consider to publish the advertisements again if the Advertiser can, within 3 working days of being requested to do so, adduce evidence to the satisfaction of HKTDC that (a) it has the right to place the Advertisement and/or the Advertisement does not infringe any intellectual property rights of any third party; or (b) the Advertisement does not contravene Clause 7.1 of this Contract. The Advertiser agrees that it shall comply with the complaint procedure applicable to the Advertisement regarding infringement of intellectual property rights that the HKTDC may issue from time to time, whether as a complainant of infringement of intellectual property right or as a party subject to any such complaint.
- 7.3 HKTDC reserves the sole and absolute discretion to decline to publish/remove any Advertisement if the Advertiser is found to have committed any act which, in the opinion of HKTDC, might prejudice or damage the reputation and/or image of Hong Kong, its industries, or HKTDC. Areas of concern include product safety and respect for intellectual property rights (IPR), labour rights and environmental laws.

## 8) INDEMNITY

- 8.1 The Advertiser hereby undertakes and agrees to fully and unconditionally indemnify and hold HKTDC and its agents, representatives, contractors and employees harmless against any claims, damages, penalties, losses or any expenses howsoever incurred as a result of or in connection with (i) any breach or alleged breach of representation, warranty or undertaking given by the Advertiser herein; (ii) any infringement or alleged infringement of intellectual property rights, including but not limited to patents, registered designs, copyrights or trade mark infringement arising as a result of the insertion of any Advertisement by the Advertiser or any agent of the Advertiser in any Publication published by HKTDC and/or in the HKTDC website; (iii) any claim that the Advertisement involves false or deceptive advertising or sale practices; (iv) any claim arising or in connection with Clause 9.1 of this Contract and/or (v) any third party claims whatsoever arising in or derived from or as a result of the insertion of any Advertisement by the Advertiser.

## 9) PROOF OF QUALITY

- 9.1 All statements, claims or representations ("Claims") in the Advertisement regarding the quality of the Advertiser's products or services must be (i) accompanied by a clear and written reference in the Advertisement to the independent survey, research or other source upon which the Claims are based; and (ii) supported by the relevant independent survey, research or other source, a copy of which must be provided to HKTDC.

## 10) WARRANTIES

- 10.1 The Advertiser hereby warrants that it has not been and is not engaged in any legal proceedings (including litigation, arbitration and/or prosecution) and no such proceedings were or are pending or threatened, nor are there any facts likely to give rise to such proceedings known or which would on reasonable enquiry be known to the Advertiser or its directors, other than those which have been disclosed to HKTDC in writing prior to the entering of this Contract. The Advertiser acknowledges that it shall immediately notify HKTDC in writing upon becoming aware of any matter or thing which has rendered or may or is likely to render any warranty in these terms and conditions untrue or incorrect.
- 10.2 In the event of any breach by the Advertiser of any of its warranties, undertakings and/or other provisions of this Contract, HKTDC shall have the right at its sole and absolute discretion to remove from the Publication and/or the HKTDC website Advertisement placed by the Advertiser forthwith and/or to terminate this Contract forthwith without notice, in which case HKTDC shall not be liable to refund any advertising fee paid to HKTDC for such Advertisement so removed and the Advertiser hereby undertakes that it will not make any claims both legal or equitable against HKTDC, its servants and/or agents for any losses, damages, costs or expenses that it may suffer or incur as a result of or otherwise in connection with such removal.

## 11) ADVERTISEMENT PREPARATION, REVIEW AND APPROVAL

- 11.1 The content and all colour proofs, digital files, copies, artworks, photos, pictures, graphics or information involved of an Advertisement are subject to final approval by HKTDC which reserves all its rights to amend or refuse any Advertisement. Any such amendment or refusal shall not result in HKTDC incurring any liability to the Advertiser or its agents whatsoever.
- 11.2 All Advertisement and/or web page designs (including, without limitation, text, graphics and pictures) and artworks must be submitted to HKTDC not less than 30 days before the first day of the publication period stated in this Contract for HKTDC's approval. All submitted colour proofs and digital files will not be returned.
- 11.3 All digital files must be attached with colour proofs for printing reference.

- 11.4 No proofs will be provided to the Advertiser prior to publication of the Advertisement.

## 12) PRICING

- 12.1 Payment in respect of Advertisements must be received by HKTDC (in the case that the Advertisement order is placed by the Advertiser through an advertising agency accredited by HKTDC) as per terms of payment of respective agencies or (in the case that an Advertisement order is placed directly to HKTDC by the Advertiser) not less than 30 days before the first day of the publication period stated in this Contract, and any late payment shall entitle HKTDC, at its sole and absolute discretion, to refuse publication of any Advertisement without incurring any liability whatsoever to the Advertiser or its agent as a result of its refusal to publish.

## 13) LONG-TERM BOOKING

- 13.1 Long-term bookings are subject to price variation and format alteration and when announced by HKTDC from time to time.

## 14) DISPOSAL OF ADVERTISEMENT MATERIALS

- 14.1 All submitted web page designs (including, without limitation, text, graphics and pictures), artworks and digital files must be collected by the advertising agency or Advertiser from HKTDC (within 3 calendar months of the first day of the publication period stated in this Contract). HKTDC reserves all its rights to dispose of or otherwise deal with all uncollected materials in such manner as it thinks fit and Advertiser is not entitled to any compensation whatsoever.
- 14.2 All Advertisement on Publication must be submitted to HKTDC in digital files (in PDF/X1a:2001 format or such other format as may be specified by HKTDC from time to time in its sole and absolute discretion) and accompanied by colour proofs for printing reference. Only if the Advertiser chooses to supply the colour proofs in conformity with ISO 12647-2 standard, HKTDC will instruct its printer to print the corresponding Advertisement in conformity with such ISO standard to ensure colour quality of the advertisement. HKTDC shall have no liability for the colour quality or other aspects of the Publication and the foregoing is subject always to Clause 5.1 of this Contract. No proofs will be provided to the Advertiser prior to publication of the Advertisement.

## 15) FORCE MAJEURE

- 15.1 If either the Advertiser or HKTDC is affected by any cause outside or beyond its reasonable control including (without limitation) acts of God, interruption or disruption in transmission of an Advertisement or any enquiry from visitors of the HKTDC website, war, riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, refusal or licence, power failure, fire, computer virus or the lack of availability of materials, it shall promptly notify the other party of the nature and extent of the circumstances in question. Notwithstanding any other provision of this Contract, neither party shall be deemed to be in breach of the terms and conditions of this Contract, or otherwise be liable to the other, for any delay and the performance of its obligation shall be extended accordingly as the case may be.

## 16) LINKING OF WEBSITE

- 16.1 The Advertiser hereby undertakes not to place or incorporate or link directly or indirectly with any other websites, advertisements, or any other promotional commercials, private or public etc of the Advertiser or any other third party company, corporation or person save and except with HKTDC's prior written consent. In case of any breach of this Clause, HKTDC shall be entitled to delink the Advertiser's link with the HKTDC website and to claim against the Advertiser for any losses or damages suffered as a result of or in connection with, directly or indirectly, the aforesaid breach.

## 17) ENTITLEMENT OF FREE COPY

- 17.1 Advertisers of each unit of Advertisement are entitled to one free copy of the respective Publication where the Advertisement appears.

## 18) SOLICITING

- 18.1 Any person, excluding any officer or employee of HKTDC but including any accredited advertising agency of HKTDC, in soliciting orders for advertising spaces and in all dealings and correspondence with the Advertiser in relation or incidental thereto shall act on its own behalf as principal and not as agent for or partner of HKTDC. HKTDC shall not be liable for any representation, act, omission, neglect or default of any such person whatsoever.

## 19) GOVERNING LAW AND JURISDICTION

- 19.1 These terms and conditions are governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China and the parties hereby agree to submit themselves to the non-exclusive jurisdiction of the Hong Kong Special Administrative Region courts and jurisdiction.

## 20) MISCELLANEOUS

- 20.1 HKTDC reserves the right to interpret, alter and amend any of these terms and conditions at any time it considers necessary. The amended terms and conditions shall become effective immediately upon posting of the same on our website at [http://info.hktcdc.com/promotion\\_terms/index.htm](http://info.hktcdc.com/promotion_terms/index.htm). Once the amended terms and conditions have been posted on our website at [http://info.hktcdc.com/promotion\\_terms/index.htm](http://info.hktcdc.com/promotion_terms/index.htm), the Advertiser will be deemed to have notice of the same and have accepted the amended terms and conditions. All interpretations of these terms and conditions by HKTDC shall be final and binding on the Advertiser.

## 21) SUPPLIER REFERENCE

- 21.1 The data and information of suppliers ("the Suppliers' Information") contained on, distributed through or linked or downloaded from HKTDC website or any services contained on the Website are provided by HKTDC and third party providers ("Vendors"). The Suppliers' Information is provided by the individual suppliers to the Vendors, and in turn provided by the Vendors to the best knowledge of the Vendors without verification by HKTDC. Neither HKTDC nor the Vendors represent or make any warranty in respect of the accuracy, completeness, reliability or continuous supply of the Suppliers' Information. Any reliance by you of the Suppliers' Information or any data or information contained herein will be at your own risk and neither HKTDC nor the Vendors shall be responsible or liable to you or to any other person for any direct, indirect, incidental or other damages or loss arising out of any use or inability to use the Suppliers' Information. HKTDC reserves the right in its sole and absolute discretion, but without any obligation, to make changes or amendments to or correct any error in the Suppliers' Information without notice. HKTDC and all Vendors herein expressly disclaim any and all warranties, express or implied and do not accept any responsibility in respect of the Suppliers' Information. The above is without prejudice to the Terms of Use and Privacy Statement published on HKTDC website
- 21.2 The Advertiser hereby agrees and accepts that HKTDC has the right to upload the information provided by the Vendors about the Advertiser on the website of [www.hktcdc.com](http://www.hktcdc.com).

## 22) INTERTEK VERIFIED SERVICES

- 22.1 For the terms and conditions of Intertek Verified Services, please visit the website at [http://info.hktcdc.com/terms\\_intertek/index.htm](http://info.hktcdc.com/terms_intertek/index.htm). HKTDC reserves the right to interpret, alter and amend any of these terms and conditions at any time it considers necessary. The amended terms and conditions shall become effective immediately upon posting of the same on our website at [http://info.hktcdc.com/terms\\_intertek/index.htm](http://info.hktcdc.com/terms_intertek/index.htm). Once the amended terms and conditions have been posted on our website at [http://info.hktcdc.com/terms\\_intertek/index.htm](http://info.hktcdc.com/terms_intertek/index.htm), the Advertiser will be deemed to have notice of the same and have accepted the amended terms and conditions. All interpretations of these terms and conditions by HKTDC shall be final and binding on the Advertiser