*Annex 2*

# Terms and Conditions for Exhibitor

## Event Nature

1. Exhibitor must not use the venue to promote, oppose, perform or conduct any religious or political activities. Exhibitor must ensure that all Events, functions and activities being held at the venue shall be politically neutral in nature.

2. Exhibitor must ensure that all Events, functions and activities being held at the venue shall not involve any on-site commercial transactions or sales elements unless prior written approval from HKPC has been obtained.

## No Subletting

3. Exhibitor shall not transfer, sublet or share any part of the venue area.

## Booths

4. Booths are provided by the HKPC and are of a standard design. No variation of the Booth including but not limited to its fascia board, lettering and fittings, shall be allowed unless prior written approval is given by HKPC.

## Insurance

5. Exhibitor shall be solely and fully responsible for taking care of the safety of its staff during their stay within the venue area and HKPC's premises.

6. Exhibitor shall acquire and maintain appropriate and adequate insurance to cover all eventualities and activities during the use of the venue including third parties liabilities and etc.

## Prohibited Activities

7. The following activities are prohibited within the venue area or HKPC's premises:

(i) smoking, shouting, chanting, gambling, throwing any object or illegal activities; and
(ii) any behavior that may disturb public order, obstruct passages or cause a nuisance to other people.

8. Exhibitor acknowledges and undertakes that no alcoholic beverages shall be provided, served, sold or consumed during the Event within the venue area and HKPC's premises. If any violation is discovered, HKPC may stop or prevent the use of venue by Exhibitor and/or its staff immediately.

9. Exhibitor must ensure that no pets, animals or livestock shall be brought to the venue area unless consent from HKPC has been obtained.

**Equipment and Facilities**

10. Exhibitor shall be responsible for ensuring the compatibility of its computer equipment with the audio- visual equipment in the venue provided by HKPC that shall only be utilized in HKPC's premises and exclusively for the specified Event.

11. Exhibitor shall seek safety clearance from HKPC for its own audio-visual, computer and wireless equipment, as well as any displays and demonstration devices (e.g. AI robots) to be used or showed at the venue and ensure that they will not interfere with the equipment or devices being operated by HKPC.

12. Exhibitor must ensure all equipment and facilities provided at the venue are used in a careful and proper manner and shall be liable for any loss or whatever damage in the venue resulting from negligence, unintentional act or unauthorized maintenance or any other cause within the reasonable control of Exhibitor, its representatives and staff,. If any loss of or damage to the equipment and facilities for which Exhibitor is liable, Exhibitor shall reimburse HKPC the total cost of making good the damage, or effecting replacement.

**Publicity Materials**

13. Exhibitor shall first seek and obtain approval from HKPC for display of any advertisements, notices, posters and business logos in the venue. No unauthorized posting of publicity materials shall be allowed without HKPC's prior permission. Any unauthorized posting will be removed without notice to Exhibitor.

**Reinstatement**

14. Exhibitor shall be responsible for the reinstatement cost of any loss or damage caused to the venue, equipment and facilities thereto during the Event (including set up and dismantle period), if any.

**Waste Removal**

15. Exhibitor shall, at the end of the Event, leave the venue in a clean and orderly state. It is the responsibility of Exhibitor to remove all materials brought to a venue for an Event (i.e. posters, hand- outs, flower arrangements etc.). Any materials remaining will be considered trash, and will be removed by the cleaning contractor. Exhibitor will be invoiced for any additional cleaning or waste disposal cost caused by the Event. Equipment may not be left overnight in the venue unless prior approval has been sought from and granted by HKPC. Equipment and combustible materials may not be left unattended in escape routes either prior, during or after the Event.

**Legal Compliance**

16. Exhibitor must ensure that all Events, functions and activities being held in the venue and HKPC's premises are in compliance with all legal requirements. In particular, Exhibitor and its staff must observe and comply with all fire and safety regulations and the safety instruction within HKPC's premises.

**No Intellectual Property Infringement**

17. Exhibitor shall indemnify and hold HKPC harmless from all claims and liabilities directly or indirectly resulting from any claims for infringement or alleged infringement of patents, designs, copyrights or other intellectual property rights brought by a third party in relation or attributable to any advertisements, posters, publications or marketing and publicity materials for the Event displayed by such Exhibitor within the venue area.

**Disclaimers and Indemnity**

18. HKPC accepts no responsibility or liability for any Events, functions or activities hosted or organized by Exhibitor in the venue and within HKPC’s premises. Exhibitor shall be wholly

responsible and liable for the use of the venue and for any loss, damage or injury caused to any person whomsoever or to any property whatsoever directly or indirectly through the act, omission, default or neglect of Exhibitor or its staff and shall make good the same by payment or otherwise, and shall indemnify and keep HKPC indemnified in full for all costs and expenses incidental to any claims, demands, actions and legal proceedings whatsoever by any person against HKPC in respect of any such loss, damage or injury as aforesaid incurred by HKPC.

19. HKPC and its employees shall not be liable for any loss due to any breakdown or malfunction of equipment and facilities, failure of supply of electricity, leakage of water, fire, typhoon, rainstorm, government restriction, acts of God or any circumstance beyond the control of HKPC which may cause the use of venue interrupted or cancelled. HKPC disclaims against all claim, loss, damage and liability, which Exhibitor may sustain or incur, directly, or otherwise.

20. In so far as permitted by law, HKPC shall not be liable to Exhibitor for any loss of business, revenue, income, profit, opportunity or goodwill, and/or any other indirect or consequential losses, damages, costs or expenses of any kind whatsoever arising out of or in connection with any withdrawal or cancellation of confirmed booking or termination of venue usage, and in any Event, HKPC's aggregate and maximum liability in contract, tort or otherwise with respect to any claim for loss and damage brought by Exhibitor and/or any third party arising out of or in connection with such withdrawal, cancellation or termination shall be limited to the amount of the venue fee paid by Exhibitor.

**Reserved Rights**

21. HKPC reserves the right, at its sole discretion, to accept or reject any Response to Invitation.

22. HKPC reserves the right, at its sole discretion, to cancel any confirmed registration if the venue is, in the opinion of HKPC, unsuitable to host Events, for instance, carrying out refurbishment, maintenance and repair works.

23. HKPC reserves the right to terminate or stop the use of venue and facilities by Exhibitor and/or its staff if they fail to abide by these terms and conditions, or change the use and/or contents of the Event other than that originally stated in the Response to Invitation Form.

24. HKPC reserves the right to amend or change the above terms and conditions from time to time.

25. In the Event of any dispute or difference arising as to the interpretation of the above terms and conditions or any matters contained therein, the decision of HKPC thereon shall be final and conclusive.