

Hong Kong IT Mission to Singapore (15 - 17 Jun 2010)

APPLICATION FORM

Important

- ◆ All Information must be completed **in English** unless otherwise stated.
- ◆ Information supplied will be used in the official promotional materials.

A. Company Information

1. Company Name _____

2. Registered Office Address _____

3. Tel No. _____ 4. Fax No. _____

5. Email _____

6. Web-Site _____

7. Business Registration No.

--	--	--	--	--	--	--	--	--	--

B. Company Contact Person for participating matters

1. Name Mr./Miss/Mrs _____ 2. Position Held _____
(First Name) (Last Name)

3. Direct Tel No. _____ 4. Direct Fax No. _____

5. Email _____

C. Name of Delegate(s)

1. Name Mr./Miss/Mrs _____ Position Held _____
(First Name) (Last Name)

Travel Document Information:
 Type of Travel Document _____ Passport No _____
 Name in Passport _____

2. Name Mr./Miss/Mrs _____ Position Held _____
(First Name) (Last Name)

Travel Document Information:
 Type of Travel Document _____ Passport No _____
 Name in Passport _____

D. Objective(s) of Joining this mission

1. To Establish Business Contacts 2. To Generate Business
3. Market Study 4. Others (Please Specified)

E. Service Categories

F. Participation Fee

Participation fee: **HK6,600** (Participation fee will cover the air tickets, hotel accommodation, local transportation, administrative expenses and the costs for the networking events arranged by the HKTDC.)

Payment method: A crossed cheque made payable to “**Hong Kong Trade Development Council**” before **14 May 2010 (Fri)**.

G. Enquiries about the Activity

Ms. Eva Mak
Project Executive, Service Promotion
Tel (852) 2584 4002 Fax (852) 3521 3079
Email: eva.wy.mak@hktcdc.org

Mr. Andrew Tsui
Marketing Officer, Service Promotion
Tel (852) 2584 4179 Fax (852) 2169 9549
Email: andrew.ky.tsui@hktcdc.org

Address: 38/F Office Tower, Convention Plaza 1 Harbour Road, Wanchai, HK

We (Name of Company) _____
hereby apply to participate in the “**Hong Kong IT Mission to Singapore**” (15-17 June 2010)

We hereby declare that the information given in the application form is true and correct to the best of our knowledge. We understand that any false or misleading information given by us to you will lead to the rejection of our right to participate in the captioned event.

We understand that above information will be included into the Council’s databank and the Council can make use of our information for trade promotion purposes.

Company Stamp & Authorized Signature _____ Date _____

Full Name of Authorized Signature _____ Position Held _____

CONDITIONS OF PARTICIPATION

1. DEFINITIONS

In these Conditions of Participation and the Application Form, save as the context otherwise requires:

"Applicant" means the company named in Section A of the Application Form.

"Application" means the application by the Applicant to participate in the Mission, made by submitting the Application Form together with all necessary payments to the Council.

"Application Form" means the application form to which these conditions are annexed.

"Conditions" means these Conditions of Participation as amended by the Council from time to time.

"Council" means the Hong Kong Trade Development Council.

"Delegate(s)" means the individual(s) named in Section C of the Application Form who is/are nominated by the Participant to attend and represent it in the Mission.

"Executive Director" means the Executive Director appointed by the Council from time to time;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Mission" means the mission named in the Application Form.

"Participant" means the Applicant after its Application has been accepted by the Council.

"Participation Fee" means the amount(s) payable by the Participant to the Council for the right to participate in the Mission, as specified in Section F of the Application Form.

"Project Manager" means the project manager for the Mission appointed by the Council.

"Publicity Material" means all and any promotional gifts, catalogues, pamphlets, advertising and publicity material whatsoever which the Participant wishes to display, distribute or use at or for the purpose of the Mission.

"Related Companies" in respect of the Applicant or Participant means its holding companies, subsidiaries and subsidiaries of its holding companies.

2. ACCEPTANCE

(a) The Applicant must be a Hong Kong entity with a valid Hong Kong business registration certificate with substantial operations in Hong Kong.

(b) The Executive Director of the Council, on behalf of the Council, may in his absolute discretion accept or reject the Application.

(c) The Applicant represents and warrants that none of its Related Companies, associates, or persons or companies that are effectively under its control has applied to participate in the Mission. The Council has an absolute discretion to reject the Application or withdraw its acceptance of the Application if the Applicant shall have breached this warranty and representation.

3. PAYMENT

Upon submission of its Application, the Applicant shall pay to the Council the Participation Fee.

If the Application is rejected, the Council will within 30 days of the date of notice of rejection refund to the Applicant the Participation Fee received by it from the Applicant without interest.

When the Application is accepted by the Council, the Applicant will become a Participant. If it subsequently wishes to withdraw its participation, it may do so by notice in writing to the Council whereupon the Participation Fee will be forfeited by the Council.

i. The Delegates shall settle with the hotel directly all charges incurred by them at the hotel when they check out from the hotel.

ii. The Participant shall indemnify the Council against all liabilities incurred by its Delegates in connection with the hotel or symposium venue and shall on demand pay to the Council immediately all amounts claimed by the hotel against the Council in respect thereof.

All payments by the Applicant/Participant to the Council shall be made promptly without any deduction, set-off or counterclaim.

The Council reserves the right to offset any balance to be refunded to the Applicant/Participant against any outstanding liabilities due by the latter to the Council in relation to their participation in the Council's other activities.

No interest will be payable by the Council in respect of any refund amounts to the Applicant/Participant.

4. PARTICIPATION IN THE MISSION

The Participant must be represented in the Mission by at least 1 Delegate.

Any Delegate nominated to represent the Participant in the Mission must be a senior executive of the Participant.

(a) The Participant shall ensure that :-

Its Delegates shall comply with the Conditions and with all directions which the Project Manager may from time to time give in connection with any matter appertaining to the Mission.

(b) The Council reserves the right in its absolute discretion and without giving any reasons to require the Participant to replace any of its Delegates forthwith.

The Participant shall use its best endeavours to uphold the reputation of the Council and to promote the success of the Mission.

The Participant undertakes not to display anything which is unlawful, in breach of any person's intellectual property, harmful, threatening, violent, offensive, defamatory, libelous, scandalous, seditious, vulgar, obscene, indecent, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable.

The Participant warrants that all information, statements, photographs and illustration provided for publication of mission catalogue and/or other publicity materials thereof do not in any way whatsoever violate any applicable laws, rules and regulations of the importing countries.

The Participant shall be solely responsible for and shall settle all expenses and liabilities incurred by it in relation to its participation in the Mission including without limitation all shipping and transportation charges, customs duties, handling charges and other costs and expenses arising from the shipment or in connection with the Mission. If the Council pays any of such charges, duties, costs or expenses on behalf of the Participant it shall be entitled to reimbursement from the Participant on demand and may offset any amount held by it on behalf of the Participant against such payment.

5. PUBLICITY

The Council will arrange for such publicity for the Mission as it shall in its absolute discretion deem fit. No Participant, Delegate or other officer, representative, agent or employee of the Participant shall give or cause to be given any interview, public announcement, press statement or any other publicity whatsoever in relation to the Mission.

6. INFORMATION

(a) During the Mission the Delegate shall provide the Council with such information as to the business results of the Participant in the Mission as the Project Manager may from time to time request. Such information will not be divulged to third parties without the Participant's approval, save in relation to collective figures in respect of all or a majority of the persons or companies participating in the Mission.

(b) At the conclusion of the Mission the Delegates shall complete questionnaires on the activities performed and the business carried out by the Participant during the Mission for the information of and further action by the Council.

7. TERMINATION OF RIGHT TO PARTICIPATE

(a) Without prejudice to the Council's other rights and remedies, the Council has the right to terminate forthwith by notice the Participant's right to participate in the Mission on or following the occurrence of any of the following events:-

i. if the Participant or any of its Delegates, officers, representatives, agents or employees commits a breach of any of the Conditions;

ii. if the Participant, being a body corporate, enters into liquidation whether compulsorily or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or if the Participant, being a sole proprietorship or partnership, becomes or one of its members becomes bankrupt or insolvent or enters into any arrangements with its creditors;

iii. if the Executive Director in his absolute discretion decides that such right shall be terminated.

(b) The Participant's right to participate in the Mission shall automatically terminate in the event that all its Delegates are refused entry visa or entry permit to the country or place where the Mission shall be held by any competent authorities.

In the event that the Participant's right to participate in the Mission is terminated, the Participation Fee will not be refunded to the Participant and any expenses incurred by the Council for and on behalf of the Participant prior to such termination and all other expenses reasonably incurred by the Council as a consequence of such termination shall be paid on demand by the Participant to the Council.

8. CANCELLATION

The Council reserves the right to cancel or postpone the Mission or to shorten or prolong its duration at any time without incurring any liability whatsoever to the Participant and its Delegates if circumstances outside the control of the Council (including but not limited to war, embargo, civil unrest, terrorist attacks, legal proceedings or government regulations) make it in the sole opinion of the Council (which opinion shall be conclusive) impossible, impractical or undesirable for the Council to hold the Mission.

9. EXCLUSION OF LIABILITY

(a) The Council shall not be liable for any loss, damage or personal injury howsoever suffered by or caused to the Participant or its Delegates, officers, representatives, agents,

employees or any third party, or other property in the course of or in relation to the Mission, unless such loss, damage or personal injury shall be caused by any breach by the Council or its employees of the Conditions.

(b) The Council assumes no responsibilities for any introduction or transaction made between the Participant and any third party during or as a result of the Mission.

(c) The Participant shall be responsible for effecting all insurance coverage necessary in connection with its participation in the Mission including but not limited to insurance in respect of the Products, its other property and its Delegates (including travel and medical insurance).

The Participant undertakes to indemnify and at all times hereafter to keep indemnified the Council from and against all liabilities, actions, proceedings, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to any act, omission or default by the Participant or its Delegates, officers, representatives, agents and employees in the course of or in relation to the Mission.

10. CONFIDENTIAL INFORMATION

The Participant shall not disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to the business or affairs of the Council or other participants in the Mission which has been acquired by reason of the Participant's participation in the Mission.

11. WAIVER

No failure or delay by the Council in exercising or enforcing any right or power hereunder shall operate or be construed or operated as a waiver thereof. No waiver of any breach shall be construed as a waiver of any continuing or subsequent breach.

12. NOTICE

(a) Every notice or demand shall be in writing but may be given or made by post, cable, telex or fax.

(b) Every notice or demand to be given by the Council may be sent to the address of the Participant stated in its Application Form. Every notice to be given by the Participant to the Council shall be sent to the offices of the Council at 38th Floor, Office Tower, Convention Plaza, 1 Harbour Road, Hong Kong.

Every notice or demand shall be deemed to have been received in the case of a telex, or fax, at the time of despatch, and in the case of a letter three days after the posting of the same by prepaid post.

13. GENERAL

(a) Nothing in the Application Form or the Conditions shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between the Council and the Participant.

(b) The Application Form and the Conditions embody and set out the entire agreement and understanding of the parties and supersede all prior oral or written agreements, understandings or arrangements between the Council and the Applicant relating to the Mission.

14. GOVERNING LAW

The Application Form and the Conditions shall be governed by and construed in all respects in accordance with the laws of Hong Kong and all the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

**Hong Kong IT Mission to Singapore
(15-17 June 2010)
Tentative Programme***

15 Jun – Tuesday (Day 1)	
07:15	Gather at Hong Kong International Airport
08:55	Depart Hong Kong for Singapore via CX 717
12:30	Arrive in Singapore Changi Airport
13:00	Depart Airport for Singapore Expo
13:30 – 14:30	Lunch (Self- Arrangement)
14:30 – 16:00	Visit Communic Asia 2010 <i>Venue: Singapore Expo</i>
16:00 – 18:00	Cocktail Reception (with local industry players) hosted by Hong Kong Delegation <i>Venue: Singapore Expo</i>
18:00 – 19:00	Depart Singapore Expo for Hotel
19:00	Check in Hotel
End of Day One Programme	

16 June - Wednesday (Day 2)	
09:00 – 09:30	Depart Hotel for Venue
09:30 – 10:30	Attend Briefing session by InfoComm Development Authority of Singapore <i>Venue: TBC</i>
11:00 – 12:00	Attend Briefing session by ASEAN Secretariat in Singapore <i>Venue: TBC</i>
12:30 – 14:00	Lunch (Self-Arrangement)
14:30 – 16:30	Attend Pre-arranged meetings (arranged by fair organiser) <i>Venue: Singapore Expo</i>

16:30 – 18:00	Visit Communic Asia 2010 <i>Venue: Singapore Expo</i>
18:00 – 19:00	Depart Venue for Hotel
End of Day Two Programme	

17 Jun – Thursday (Day 3)	
08:30	Check out Hotel
08:30 – 09:00	Depart Hotel for Venue
09:00 – 10:00	Visit SingTel Mobile <i>Venue: TBC</i>
10:45 – 11:45	Visit MobileOne or Starhub <i>Venue: TBC</i>
12:00 – 12:45	Leave Downtown Singapore for Singapore Expo
12:45 – 14:00	Lunch (Self-Arrangement)
14:00 – 16:00	Visit Communic Asia 2010 <i>Venue: Singapore Expo</i>
16:00 – 16:30	Leave Singapore Expo for Singapore Changi Airport
18:25 – 22:10	Depart Singapore for Hong Kong via CX716
End of Mission	

*This is only a tentative programme and subject to change without prior notice.