

Application Form

Organiser:



PART I Company Information

Please complete the form in English. The information supplied will be used for publicity and on-site graphic.

1. **NAME OF COMPANY*:** (English) _____

*The company name above will be used for the booth fascia and TBTHK promotion items.

2. CONTACT DETAILS

Company Address in English: _____

Tel No.: _____ Fax No.: _____

E-mail: _____ Website: _____

Name of Branch Office(s) in Italy
(If applicable): _____

Address of Branch in Italy
(If applicable): _____

3. CONTACT PERSON

The contact person listed below may be included in relevant marketing material, such as exhibitor list on website.

☐ Please check this box if you do not want to publish any representative's information.

Name: ☐ Mr. ☐ Miss ☐ Ms. _____ (English)

Position: _____ (English)

Tel No.: _____ Fax No.: _____

Email: _____

4. CONTACT PERSON CONCERNING EXHIBITION ISSUES (For HKTDC Internal contact ONLY)

Name: ☐ Mr. ☐ Miss ☐ Ms. _____ (English)

Position: _____ (English)

Email: _____ Tel No.: _____

Mobile: _____ Onsite Contact: _____

5. SERVICE SECTORS / BUSINESS TYPES

Please ☒ the appropriate services that your company provides.

Professional Services

- ☐ Accounting
☐ Arbitration
☐ Legal

Management Consultancy Services

- ☐ Management Consultancy
☐ Recruitment & Staff Training
☐ **Others** (Please specify) : _____

Financial Services

- ☐ Banking
☐ Debt & Equity Markets
☐ Fund Management
☐ Investment
☐ Insurance

Logistics & Transportation

- ☐ Courier Services
☐ Freight Forwarding
☐ Intermodal Freight Services
☐ Transport-related Supporting Services
☐ Warehousing

☐ Corporate Services

☐ Risk Management

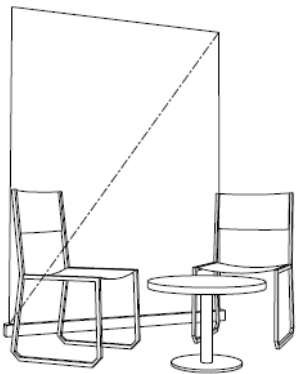
☐ Marketing Services

☐ IT and E-Business Services

BUSINESS REGISTRATION NO.: _____

*The Hong Kong Business Registration must be provided upon request.

PART II Participation Fee

Package includes :	Participation Fee	Less 10% early-bird discount*
 <ul style="list-style-type: none"> ✓ Two chairs and one table ✓ Roll-up banner (<i>graphics to be provided by the service provider</i>) ✓ Business matching services and referral of business enquiries from Italian companies (<i>if any</i>) ✓ Hong Kong Dinner for 1 representative (27 Nov 2025) 	HK\$15,000	HK\$13,500 (10% discount for confirmed and paid exhibitors on or before 27 Sep 2025)

This service consultation session aims to provide a channel for Hong Kong Services Providers and intermediaries to help Italian companies in using Hong Kong's excellent services platform. Higher priorities will be given to companies with capability to provide professional consultation services to Italian companies. Please kindly answer the following questions for our consideration.

- a) Has your company set up any branch office(s) in Italy, or in association with any Italian company/ies?
- ☐ Yes, with branch office(s) in Milan, Italy
- ☐ Yes, with branch office(s) in other cities of Italy, please specify: _____
- ☐ Yes, my company is in association with _____
- ☐ No branch office in Italy and no association with any Italian companies.
- b) How many Italian clients (in terms of firms) are your company currently in, or were in a business relationship with in the past 3 years?
- Number of client company/ies: _____
- c) Will there be any English-speaking staff of your company attending "Think Business, Think Hong Kong" to provide consultation services to Italian enterprises?
- ☐ Yes ☐ No

Please declare if the Exhibitor has received/applied/intend to apply for any government funding?

☐ Yes (Please state: _____) ☐ No

Remarks:

1. Spaces are limited and will be allocated to applicants who are able to provide free consultation to the Italian participants on a first-come-first-served basis. HKTDC reserves the right of final decision in respect of all applications.
2. Allocation of the booth will be at the full discretion of HKTDC.
3. Applicants are responsible for making their own travel arrangements, HKTDC will not be handling any air tickets, accommodation, travel insurance, or related arrangements.
4. The Exhibitor warrants that any materials provided to the Organiser do not in any way whatever violate or infringe any third party's rights including all intellectual property rights including but not limited to trademarks, 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.
5. Eligible Hong Kong SMEs can apply for SME Export Marketing Fund (EMF) from the Trade & Industry Department (TID) to cover 25% of the participation fee, subject to a cap of HK \$100,000 per fair, whichever is the less (TID reserves the right of final decision). Please visit https://www.smefund.tid.gov.hk/english/emf/emf_update.html for more information.

PART III Company / Organisation Profile and Logo

Please provide the information below to **Mr Jeremiah Ser** via e-mail: jeremiah.ch.ser@hktdc.org on or before **27 September 2025** for publicity use.

1. English Company / Organisation profiles with no more than 100 English words, in MS Word format.
2. Company / Organisation logo in jpg format (Resolution: at least 300 dpi / File size: exceed 5MB)

PART IV Payment Method

Please return the application form on or before the application deadline (**27 September 2025**).

☐ **by Cheque**

Crossed cheque with the appropriate amount made payable to the “**Hong Kong Trade Development Council**” to the following address on or before the application deadline:

Hong Kong Trade Development Council, 38/F, Office Tower, Convention Plaza, 1 Harbour Road, Wan Chai, Hong Kong (Attention: Ms Niki Lo, Service Promotion)

PART V Terms & Conditions

We (Name of Company) _____

hereby apply to participate in the exhibition. We understand that the exhibition fee is non-refundable and agree to be bound by the provisions of all documents forming part of the application form, including but not limited to, the attached Conditions of Participation.

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 the Hong Kong Trade Development Council (HKTDC) will lead to the rejection of our right to participate in the exhibition. We confirm that we have the consent and the authority of each individual named in this form to release their personal data for the purposes stated herein.

We shall be responsible for arranging and paying for our own air tickets, hotel, visa, travel insurance, personal expenses and other related costs.

- ☐ I confirm that I have read, understood, and agree to the above Terms and Conditions and Disclaimer, and would like to join the Consultation Booth for Hong Kong Services Providers at TBTHK.
- ☐ I confirm that I have read, understood, and agree to HKTDC's [Terms of Use](#) and agree that the above information may be used by HKTDC for incorporation in all or any of its databases for business matching, in connection with the Advisory Service and for communication with me or my Company / Organisation, and for any other purposes as stated in the [Privacy Policy Statement](#).
- ☐ If you are from a member state of the European Union (“EU”) / European Economic Area (“EEA”), please tick here if you accept our use of your provided data for direct marketing purposes. For non-EU/EEA users, please skip this box which is solely for EU/EEA users as required by the relevant data protection law in the EU.
- ☐ Please check if you do not wish to receive promotional materials by email from HKTDC. (Please contact our Customer Service at (852)1830668 or hktdc@hktdc.org if you do not wish to receive promotional materials by fax or mail from HKTDC.)

Full Name of Authorized
Signature: _____

Position: _____

Company Stamp & Authorized
Signature: _____

Date: _____

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 Part I, Item 1 of the Application Form.

"Application" means the application by the Applicant to participate in the Consultation Booth for Hong Kong Service Providers at Think Business, Think Hong Kong 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.

"Booth" means a booth in the Consultation Booth for Hong Kong Service Providers at Think Business, Think Hong Kong which the Council licenses the Participant to use for the duration of the Exhibition.

"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 Part I, Item 3 of the Application Form who is/are nominated by the Participant to attend and represent it at the Exhibition.

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

"Exhibition" means the expo, fair or exhibition named in the Application Form.

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

"Optional Participation Expenses" means the amount payable by each Participant for additional facilities and services such as shipment of samples, extra stand facilities and interpreters, provided by the Council at its request, which amount shall be determined by the Council.

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

"Participation Fee" means the amount payable by the Participant to the Council for the right to exhibit in the Consultation Booth for Hong Kong Service Providers at Think Business, Think Hong Kong as specified in the Application Form.

"Business Support Zone" means the exhibition organised by the Council to accommodate all Participants, which will be built on a specified location assigned by the organisers.

"Project Manager" means the project manager for the Consultation Booth for Hong Kong Service Providers at Think Business, Think Hong Kong 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 Exhibition.

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

2. ACCEPTANCE

- The Applicant must be a Hong Kong entity with a valid Hong Kong business registration certificate with substantial operations in Hong Kong.
- The Executive Director, on behalf of the Council, may in her absolute discretion accept or reject the Application without providing any reasons therefor.
- 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 Consultation Booth for Hong Kong Service Providers at Think Business, Think Hong Kong. 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.
- The Applicant is not allowed to exhibit products or materials that would infringe the intellectual property rights of others or that have caused the Applicant accusation or conviction of criminal or civil liability in IPR infringement claim. If the Applicant refuses to co-operate with the Council, the Council reserves the right to ban the Applicant, or any of its parent, associate, affiliated and/or subsidiary company, from participating in any future events organised by the Council.

3. PAYMENT

- Upon submission of its Application, the Applicant shall pay to the Council such amounts and in such manner as set out in the Application Form.
- If the Applicant has requested for additional facilities and services, it shall further pay to the Council upon submission of its written request for such services and facilities the full amount as the Council in its sole discretion considers appropriate for the Optional Participation Expenses if such request is made prior to the commencement of the Exhibition and on-the-spot during the Exhibition (see paragraph 3(e) below).
- If the Application is rejected, the Council will within 30 days of the date of notice of rejection refund to the Applicant all amounts received by it from the Applicant pursuant to paragraphs 3(a) and 3(b) above 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 be done so by notice in writing to the Council whereupon the Participation Fee will be forfeited by the Council. All Optional Participation Expenses paid by the Participant for the optional and additional facilities and services will be refunded to the Participant within 30 days of the date of notice of withdrawal of its participation provided these expenses have not been incurred by or on behalf of the Participant.

The Council reserves the right to change the date(s) of the Exhibition/ Event to other date(s) (including but not limited to postponing to later date(s)) as the Council deems fit, or cancel, alter in character or mode, reduce in scale, shorten or extend the duration of the Exhibition/ Event at any time without incurring any liability whatsoever to the Participant due to circumstances beyond the Council's control including but not limited to acts of God, war, health concerns (such as outbreaks of the Severe Acute Respiratory Syndrome, bird flu or other health threats), fear of terrorist attack, riots, demonstrations, travel restrictions, curfew, epidemic, embargo, civil unrest, legal proceedings, industrial disputes of whatever nature, government regulations, the lack of or refusal to grant any government or third party approvals, permits, consents or licenses, major disruption of transport system, system malfunctions or failure of telecommunications or other electronic communications that make it in the opinion of the Council impossible or impractical or undesirable for the Council to hold the Exhibition/ Event as initially planned. The Participant shall have no claim against the Council or its agents or representatives, whether for loss or damage, or return of all or part of any money paid by the Participant in respect of any postponement, cancellation, alteration, reduction, shortening or extension made in accordance with this provision.
- The Participant may request for additional facilities and services on-the-spot during the Exhibition but all fees in relation to such request must be paid in full by the Delegates before the additional facilities and services are provided by the Council or its contractor. All such requests must be made in writing to the Council directly.
 - In no case will action be taken by the Council until and unless the respective amounts payable pursuant to this paragraph 3 and Part II of the Application Form have been paid to the Council.
 - If the Council requests any additional amount to be paid by the Applicant/Participant, no further action will be taken by the Council until and unless such additional amount has been paid to it.
- If the Participant requests the Council's recommended travel agent (the "Agent") to reserve hotel accommodation for its Delegates, the Participant shall pay to the Agent such amount as Agent may deem appropriate as deposit which shall be at least equal to the first night's accommodation charges at the hotel. The Agent will endeavour to reserve accommodation in its name for the Delegates and on reserving the accommodation, pay to the hotel the amount which it has received from the Participant.
 - The Delegates shall settle with the hotel directly the balance in full of all charges incurred by them at the hotel when they check out from the hotel.
 - The Participant shall indemnify the Council against all liabilities incurred by its Delegates in connection with the hotel 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 Participant to the Council shall be made promptly without any deduction, set-off or counterclaim.
- All requests by the Participant for any additional facilities and services are subject to the Council's ability to procure such facilities and services. The Council does not warrant or represent that it will be able to procure any such facilities or services. If the Council is unable to procure the requested facilities or services, it will as soon as practicable inform the Participant and will refund to the Participant any amount received by it in relation to such requested facilities or services.
- The Council accepts no liabilities and gives no warranties or representations in respect of the quality, standard, fitness for any purpose, timing of the provision or otherwise of any of the facilities or services provided by the Council at the Participant's request.
- The Council shall have discretion to deduct from the deposit paid for Optional Participation Expenses under paragraph 3(b) against any losses or expenses incurred by it by reason of the failure of the Participant to comply with the Conditions of supplying false or misleading information to the Council.

4. SETTLEMENT OF ACCOUNTS

- The Council will issue a statement of account to the Participant setting out the actual cost of the provision of any additional facilities and services.
- The Participant shall pay to the Council the amount due to the Council as shown on the statement of account by the due date as set out in the Application Form. The Council reserves the right to reject the processing of the application after the due date for payment.
- The Council will refund the amount to be refunded to the Participant as shown on the statement of account on delivering the statement of account to the Participant.
- 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.

5. SPACE ALLOCATION

- The Council has absolute discretion in allotting space for booths and the location of such booths. All decisions to such effect shall be final and no request for change will be entertained.
- Any Applicant who wishes to use a name on its booth which is different to that submitted on its Application Form must submit notice of this change to the Council at least three months prior to the commencement of the Exhibition.

6. BOOTH CONSTRUCTION

- The Council reserves the right to alter or remove without notice and at the Exhibitor's expense any Stand which differs from the approved specification or any Booth that does not conform to the Council's required standard, rules and regulations. The Applicant shall have no claim against the Council or its agents for any extra cost of replacing its Booth to conform to the Council's required standard, rules and regulations or for any other losses or damages.

- The suspension of Booth or lighting fittings from the ceiling structure of the Exhibition Venue will not be permitted unless prior approval in writing is obtained from the Council.
- Fixings to the surface of the floors to secure margin boards and other stand fittings will not be permitted unless prior approval in writing is obtained from the Council.
- The removal and disposal of crates and stand fittings or materials are not covered by the rental and are subject to an additional charge.

7. BOOTH

- The Council will in its absolute discretion allocate one Booth to the Participant by way of a license for the exhibition of its products and services. The Participant shall have no claims whatsoever against the Council in respect of any loss or damage suffered by the Participant and/or its officers, representatives, agents and employees (including without limitation any loss or damage arising from any liability incurred to third party) howsoever caused by the location, construction or material of the Booth allocated to it unless such loss or damage involves death or personal injury resulting from the negligence of the Council.
- The Participant shall not assign its license to occupy the Booth or part with the possession of or permit any third party to occupy the Booth or any part thereof regardless of the relationship between the third party and the Participant.
- In the interests of maintaining a high standard of presentation at the Exhibition and a favourable image of Hong Kong as a whole, the Project Manager may in his absolute discretion require the Participant to withdraw or alter in any way the presentation of any products, services or publicity material.
- No alteration or addition to the Booth or its fittings may be made by or on behalf of the Participant without the prior permission of the Project Manager.
- The Participant must not obstruct or cause to be obstructed any entrances to or passage to or passageways in the Exhibition.

8. PARTICIPATION IN THE EXHIBITION

- The Participant shall ensure that :-
 - at least one Delegate shall be in attendance at its Booth at all times when the Exhibition is open to visitors;
 - each of its Delegates shall be fully conversant with the products and services offered and shall be duly authorised to negotiate and conclude contracts for the sale of the products and services;
 - 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 Exhibition.
- 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 Consultation Booth for Hong Kong Service Providers at Think Business, Think Hong Kong.
- The Participant shall abide by the regulations contained in the official application form submitted to the organisers of the Exhibition by the Council on behalf of the Participant. Such regulations are deemed to be an integral part of the Conditions.

9. EXHIBITS

- The Council shall have an absolute discretion to accept or reject any of the Participant's products and services for exhibiting in the Consultation Booth for Hong Kong Service Providers at Think Business, Think Hong Kong without providing any reason therefor.
- The Participant warrants that (i) the products, services and the packaging, and (ii) all information, statements, photographs and illustration provided for publication and/or other publicity materials thereof do not in any way whatsoever violate any third-party rights including without limitation trademarks, copyrights, designs, names and patents whether registered or otherwise.
- 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 the products, services and the packaging exhibited 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 Consultation Booth for Hong Kong Service Providers at Think Business, Think Hong Kong including without limitation all shipping and transportation charges, customs duties, handling charges and other costs and expenses arising from the shipment or any other mode of transportation of the products in connection with the Exhibition. 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.

10. PUBLICITY

The Council will arrange for such publicity for the Exhibition 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 Consultation Booth for Hong Kong Service Providers at Think Business, Think Hong Kong.

11. INFORMATION

- During the Exhibition the Delegate shall provide the Council with such information as to the business results of the Participant in the Exhibition 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 Exhibition.
- At the conclusion of the Exhibition, the Delegates shall complete questionnaires on the activities performed and the business carried out by the Participant during the Exhibition for the information of and further action by the Council.

12. TERMINATION OF RIGHT TO PARTICIPATE

- 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 Consultation Booth for Hong Kong Service Providers at Think Business, Think Hong Kong, on or following the occurrence of any of the following events:-
 - if the Participant or any of its Delegates, officers, representatives, agents or employees commits a breach of any of the Conditions;
 - 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;
 - if the Executive Director in her absolute discretion decides that such right shall be terminated.
- The Participant's right to participate in the Consultation Booth for Hong Kong Service Providers at Think Business, Think Hong Kong area shall automatically terminate in the event that all its Delegates are refused entry visa or entry permit to the country or place where the Exhibition shall be held by any competent authorities.
- In the event that the Participant's right to participate in the Consultation Booth for Hong Kong Service Providers at Think Business, Think Hong Kong is terminated, 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.
- The Council reserves the full discretion to terminate the Participant's right to exhibit or continue to exhibit in any future Business Support Zone for Hong Kong Service Providers at Think Business, Think Hong Kong if the Participant is found to have committed any act including but not limited to failing to respect the intellectual property rights of any other party, non-compliance with product safety, environmental laws and/or any other act which, in the sole opinion of the Council, might damage the reputation and/or image of Hong Kong, its industries, the Summit, the organisers of the Summit and/or the Council, the Executive Director and/or the Director or the Exhibition has done or failed to do any act which the Council, in its absolute discretion decides that such right shall be terminated. The Council has absolute right to review the Participant's exhibits before the application is endorsed in writing.

13. FORCE MAJEURE, CANCELLATION AND CHANGES

- The Council shall not be liable in any manner or form for any delay in Business Support Zone for Hong Kong Service Providers at Think Business, Think Hong Kong or failing to meet its obligations hereunder due to any cause outside its reasonable control including (without limitation) any acts of God, abnormally inclement weather, flood, lightning, storm, explosion, earthquake, subsidence, structural damage, epidemic or any other natural physical disaster, terrorist action or attacks, war, embargo, riot, civil unrest, demonstrations, malicious acts of damage, decree or order, fire, acts of any government authority, failure of the public electricity service, strike, lock-out or labour dispute, epidemic or other health concerns or disease (such as outbreaks of severe acute respiratory syndrome commonly known as SARS, bird flu or other health threats or contagious disease), travel restrictions or major disruption of transport system, curfew, legal proceedings or government action or regulation, industrial political or economic disputes of whatever nature, the lack of or refusal to grant any governmental or third party approvals, permits, consents or licences, systems malfunctions or failure of telecommunications or other electronic communications and which by its reasonable diligence it cannot overcome ("Force Majeure Events").
- Subject to and save as provided under clause 13(c) below, if any of the Force Majeure Events or any circumstance set out in clauses 13(c)(i) to 13(c)(x) below (collectively, the "Unforeseeable Events") occurs and renders it in the sole opinion of the Council (which opinion shall be conclusive) impossible, impractical or undesirable to hold or continue to hold the Exhibition in the manner as initially planned or at all, the Council shall be entitled at any time to take any Action without any liability whatsoever to the Exhibitor, its officers, representatives, agents and employees. For the purpose of this clause, "Action" means any or a combination of the following:
 - to cancel, re-schedule, extend, postpone, shorten the duration of, or vary any aspect of, the Event;
 - to relocate the Participants and/or their Delegate(s), their booths, displayed items or goods and/or any of their properties to a suitable or appropriate location as the Council thinks fit; and/or
 - any act in the opinion of the Council which would mitigate the impact or effect of any of the Force Majeure Events or any circumstance of the Unforeseeable Events.The Participants and/or their Delegate(s) shall pay to the Council on demand any expenses incurred for or on behalf of the Participants and/or their Delegate(s) prior to the Action(s), and all other expenses reasonably incurred by the Council

as a consequence of the Action(s).

The Participant shall have no claim against of the Council or its agents or representatives, whether for loss or damage, or return of all or part of any money paid by the Participant in respect of any postponement, cancellation, alternation, reduction, shortening or extension.

- (c) Without prejudice to clauses 13(a) and 13(b) above, and except to the extent that liability may not be so excluded under the applicable laws, the Council shall be entitled to take any Action in the following circumstances and in such case the maximum limit of the Council's aggregate liability to the Participant and/or their Delegate(s) (if any), whether in contract, tort, negligence, breach of statutory duty or otherwise, shall be no refund of the Exhibition Fee and no other damages, costs, expenses or any other claims or liabilities whatsoever:-

- i. unavailability of the venue where the Business Support Zone for Hong Kong Service Providers at Think Business, Think Hong Kong is planned to take place;
 - ii. unavailability of any guest or exhibitor initially planned for the Business Support Zone for Hong Kong Service Providers at Think Business, Think Hong Kong;
 - iii. cancellation of the Business Support Zone for the Hong Kong Service Providers at Think Business, Think Hong Kong or any part thereof by the Council;
 - (a) any of the Force Majeure Events happened before the commencement date of the Exhibition;
 - (b) any potential Force Majeure Events (whether actual or perceived) anticipated by any person, entity or organisation to happen during or after the Exhibition;
 - (c) inaccessibility or decrement of accessibility of the Business Support Zone for Hong Kong Service Providers at Think Business, Think Hong Kong because of any natural disaster, bad weather, or any undesirable weather forecast or signal issued by any relevant observatory before or during the Event including but not limited to typhoon, rainstorm or lightning signals;
 - (d) generalised breakdowns or closure of the reservation or Event registration system in excess of 72 hours; or
 - (e) national mourning;
 - iv. accidental damage, destruction, burglary, theft of any object or property that is necessary to the production or organisation of the Business Support Zone for the Hong Kong Service Providers at Think Business, Think Hong Kong, including but not limited to computers, facilities, furniture, equipment and supplies, accessories, stands, bill boarding, any other equipment for sound, projection, lighting, filming, sound recording, broadcasting and reproduction, including but not limited to lamps, generators, mechanical devices, computers, equipment vehicles, mobile studios;
 - v. attack, murder, murder attempt, violence, chemical or bacteriological contamination, or threat or fear of any of the foregoing disease or threats (whether actual or perceived) at the place, venue or neighbourhood where the Business Support Zone for Hong Kong Service Providers at Think Business, Think Hong Kong is to be held;
 - vi. any action taken for the purpose of controlling, preventing, suppressing or in any way relating to any act of terrorism or disease, or fear thereof (whether actual or perceived);
 - vii. any strike, riots, demonstrations, disease (whether actual or perceived) whose effective commencement has been or is likely to be announced before the commencement date of the Event;
 - viii. national mourning following any accident or incidence;
 - ix. any communicable disease or threat or fear of communicable disease (whether actual or perceived) which leads to or is likely to lead to:
 - (a) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency; and/or
 - (b) any travel advisory or warning being issued by any national or international body or agency; or
 - x. in any other circumstances where the Council determines that the Action is suitable, appropriate or necessary and the Council has not effectively excluded its liability to the Exhibitors and/or their Delegate(s) hereunder pursuant to clauses 13(a) and 13(b) above.
- (d) In the event that the Participants and/or their Delegate(s) makes his/her own travel and accommodation arrangements for attending the Business Support Zone for Hong Kong Service Providers at Think Business, Think Hong Kong, he/she/it shall be solely responsible for all the expenses incurred for such arrangements including without limitation air travel, ground or sea transportation, hotel accommodation, food, visa or entry permit, tax, travel insurance or any other applicable insurance and/or other related expenses. The Participants and/or their Delegate(s) further agrees that he/she/it should also ensure that he/she meets with the travel requirements to enter Italy, and obtain any and all necessary travel documents and visa/entry permits to travel to and from his/her home country. The Participants and/or their Delegate(s) understands that Council shall not be held responsible for, or for any expenses incurred by the Participant and/or his/her Delegate(s) for his/her travel and accommodation arrangements nor to confirm his/her visa/entry permit requirements to enter Italy.

14. 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 its products or other property in the course of or in relation to the Exhibition, 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 Exhibition at Think Business, Think Hong Kong.
- (c) The Participant shall be responsible for effecting all insurance coverage necessary in connection with its participation in the Consultation Booth for Hong Kong Service Providers at Think Business, Think Hong Kong including but not limited to insurance in respect of the products, its other property and its Delegates (including travel and medical insurance).
- (d) 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 Exhibition at Think Business, Think Hong Kong.

15. 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 Exhibition which has been acquired by reason of the Participant's participation in Consultation Booth for Hong Kong Service Providers at Think Business, Think Hong Kong.

16. 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.

17. NOTICE

- (a) Every notice or demand shall be in writing but may be given or made by post, cable, telex, fax or e-mail.
- (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.
- (c) Every notice or demand shall be deemed to have been received in the case of a telex, fax or e-mail, at the time of dispatch, and in the case of a letter three days after the posting of the same by prepaid post.

18. 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 Exhibition.
- (c) The Council reserves the right to alter and amend any of these Conditions and to issue additional rules and regulations (including but not limited to the participants' manual) at any time it considers necessary for the orderly operation of the Event. The amended Conditions and the additional rules and regulations shall be sent to the Participant and become effective immediately. The Participant will be deemed to have notice of the same and have accepted the amended Conditions and the additional rules and regulations. The Participant acknowledges that the Council shall have the right to interpret these Conditions, additional rules and regulations together any amendments thereof. All interpretations of these Conditions, any additional rules and regulations, and any amendments thereof by the Council shall be final and binding on the Exhibitors.

19. 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.