### 香港貿易發展局 Hong Kong Trade Development Council

# 申請表 APPLICATION FORM

### 請注意 IMPORTANT:

- 除註明外,所有資料請以中文填寫。All information <u>must be completed in Chinese</u> unless otherwise stated.
- 貴公司所提供的資料,將用於印製考察團宣傳資料及下載於考察團之網頁內。Information supplied will be used in promotional materials for the mission as well as the mission's web-page.
- 請將填妥的申請表傳真至(852) 2583 9181 或郵寄至香港灣仔港灣道一號會展廣場辦公大樓三十八樓香港貿易發展局國際推廣部 余少英小姐收。Please complete the application form and mail to Ms. Yen Yu, 38th Floor, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong or simply fax to 2583 9181.

Harbour Road, Wanchai. ● 截止報名日期: 2004 年 1												No	ver	nb	эг 2	004	4.				Ņ.									Ţ,
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第三部份PartIII · 聯	经人资料 Contact Pa	elson informat	iona de la companya
中文姓名 Chinese Name	先生/小姐/女=	サウサク Cooligh N	
職位 Position	<b>元王/小昭·</b> 久。	直線電話 Direct Tel	
電子郵件 E-mail		直線傳真 Direct Fa:	x
第四部份 Part IV 公 Company Performan <sup>資産總值</sup> (2003年)			
Total Assets (Year of 2003)	港幣 HK\$		
過去兩年營業額	2002 年港幣		3 年港幣
Annual Turnover of past 2 years	Year of 2002 HK\$		r of 2003 HK\$
僱員數目 No of Employee	香港 Hong Kong	中國內地 Chinese Mainland	境外 Overseas
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	·  劃線支票交回香港灣仔灣		展廣場辦公大樓	三十八樓香港貿易		 准廣部余少英小	 姐收。支票抬

請將填妥之表格運同劃線支票交回香港灣仔港灣道一號會展廣場辦公大樓三十八樓香港貿易發展局國際推廣部余少英小姐收。支票抬頭請註明"香港貿易發展局"。Please return completed application form with a crossed cheque to International & Corporate Marketing, 38th Floor Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong (Attention: Ms Yen Yu). Cheque should be payable to "Hong Kong Trade Development Council".

## 第九部份 Part VIIII 其他資料 Other Information

請參加公司提供以下資料以供製作團刊之用作並以電子郵件傳送至 <u>yen.yu@tdc.org.hk</u> Please e-mail below information to <u>yen.yu@tdc.org.hk</u> for printing of the catalogue.

- 1. 公司簡介(中文,不超過 200 字,並以微軟文件格式儲存)。 Company Profile ( Chinese, not more than 200 words and save in Microsoft Word format )
- 2. 出席是項活動之公司代表近照 (可郵寄照片並於背面寫上姓名及公司名稱或以 JPEG 格式電郵至本局,建議解析度為 300 像素) Photo of participant (if send by mail, please print participant's name and company name on back of photo; if sent by e-mail, please send in jpeg format, 300 dpi).

٧.	第上部分日 陳少科先生 助理經理 (國際指電話 Tel (852) 25 電子郵件 E-mail 網址 Website 地址 Address	<b>圭廣)</b> 684 4177	<u>chan@</u> ww.tdcti 子港灣道	傳 tdc.org rade.c i一號f	真 Fax <u>i.hk</u> om/str 會展廣	( (85 mz-mi 場辦:	52) 25 ission 公大相	83 91 建三十。	八樓	rbour	· Roa	ad, W	Vanc	chai, i	Hong	Ko	ng					-			
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日期 Date

公司印鑑及負責人簽署 Company Stamp & Authorised Signature

#### 參與條款

### CONDITIONS OF PARTICIPATION

<u>DEFINITIONS</u>
In these Conditions of Participation and the Application Form, save as the context otherwise recuires

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

Application Form Therains are 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 B of the Application Form who is/are nominated by the Participant to attend and represent

"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

"Mission" means the mission named in the

"Mission" means the mission named in the Application Form.
"Participant" means the Applicant after its Application has been accepted by the Councit.
"Participant fee" means the amount(s) payable by the Participant to the Council for the right to participate in the Mission, as specified in Section H of

the Application Form.

the Application Form.

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

"Publicity Material" means all and any promotional
giffs, 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.

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 of the Council, on behalof the Council, may in his absolute discretion accept or reject the Application.

- accept or reject the Application.

  PAYMENT

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

  (b) 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.

  (c) When the Application is accepted by the Council, the Applicant will become a Participation, if it subsequently wishes to withdraw its participation, it may do so by notice in writing to the Council.
- 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.
- directly incurred by them at the hotel when

they check out from the hotel.

- y greek out from the incise. 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 daimed by the hotel against the Council in respect thereof.
- thereof.

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

  (f) 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.

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

  PARTICIPAT/TON IN THE MISSION

- Applicant/Participant.

  PARTICIPATION IN THE MISSION
  (a) The Participant must be represented in the Mission by at least 1 Delegate.
  (b) Any Delegate nominated to represent the Participant in the Mission must be a senior executive of the Participant.
  (c) The Participant shall ensure that
  I. each of its Delegates shall be fully conversant with the Products and shall be duly authorised to negotiate and conclude

contracts for the sale of the Products;
ii. 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.

(d) 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.

(e) The Participant shall use its best endeavours to uphoid the reputation of the Council and to promote the success of the Mission.

promote the success of the Mission.

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 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 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
- one or its Themsel's recrines balliogh or insolvent or enters into any arrangements with its creditors; if the Executive Director in his absolute discretion decides that such right shall be terminated.
- 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 etent authorities
- 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.

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, 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.

EXCLUSION OF LABILITY
[a) The Council shall not be liable for any loss, CANCELLATION
The Council reser

- TUSION OF LABILITY
  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 Mission, unless such loss, damage or personal injury shall be caused by any breach by the Council or its employees of the Conditions.

  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.

  The Participant shall be responsible for effecting all insurance coverage necessary in connection

(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).

(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 Mission.

CONFIDENTIAL INFORMATION

The Participant shall not disclose or permit to be disclosed to any person or otherwise make use of or

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

WAIVER

WAYER

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.

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

  Fevry 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.

  \*\*NERAL\*\*

11. GENERAL

- IERAL.

  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.

  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.

  \*\*PERNING LAW\*\*

12. 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.

(此參與條款以英文原文為準。如欲索 取多典條款之中文譯本,請登上 http://www.tdctrade.com/stmz-mission 下載。)