

HONG KONG INTERNATIONAL BOAT SHOW 2010

Rules & Regulations

1. CONTENTS

This brochure represents the only process of application for space of any kind at the "Hong Kong International Boat Show 2010". It supersedes any previous submitted provisional booking form, letter of intent or verbal request all of which, if submitted the organizer will endeavour to honor upon receipt of your official application.

The application form is self explanatory and must be completed in full, complementing the number of exhibits required.

Application which does not include the information requested, as directed in these notes and on each form and the 50% deposit, will be considered incomplete and therefore subject to correction before final acceptance.

N.B. As all space will be reserved for the applicant on a first come first served basis subject to the date of receipt of a correctly completed application it will in the best interest of exhibitors to pay special attention to all details.

Applicants should note that acceptance by the organizer of any of these forms must not be taken to imply that an offer of space will necessarily be made. For example, the Show may be over subscribed at the time an applicant submits his form. In such cases, the applicant will be notified and his deposit refunded.

CONSUMER PROTECTION

All applicants are required to satisfy the organizer upon request of their ability to fulfill any commitments undertaken during the Show.

COMPANY TITLE (Exhibitor)

- a/ The company title originally declared on the application form shall at all times remain the title under which the applicant will exhibit his products;
- b/ MUST hold a legal business registration.

PARTICIPATION BY MANUFACTURERS, CONCESSIONAIRES AND AGENTS/DISTRIBUTORS

- a/ Applicants will not be permitted to exhibit a product other than of their own manufacture, unless evidence, satisfactory to the organizer, is provided in writing that they are the sole Hong Kong concessionaire or Hong Kong Agent and/or distributor of such product/s;
- b/ All exhibit items must be marina related and organizer has absolute right to confirm such items.

8. SPONSORSHIP

Exhibitor's sponsors will not be involved with the organizer whatsoever and sponsor's name/s or items will not be allowed to be displayed in any exhibit area or within club house's premises;

INSURANCE

Insurance cover is available from the organizer authorized insurance company at exhibitor's cost and it is compulsory that exhibitors take out insurance cover either from the Show's insurers or from their own insurers. Failure to adequately insure against damage or loss does not render the organizer liable for costs or legal action.

Exhibitors must take out insurance policies to cover themselves against liabilities stated in these rules and regulations. They must also hold a general insurance policy of at least HK\$600,000.00 to cover possible legal liability for negligence. The organizer may demand to inspect these insurance policies.

Each exhibitor agrees to indemnify the organizer and their agents against liability to the owners of the exhibition premises, any public authority or department of the Hong Kong authorities; and each and every other exhibitor in respect of any actions, costs, claims and demands of whatever nature consequential to any acts or omission of the exhibitors, their servants or agents.

The organizer or the agents reserve the right to exercise a general lien over any property of the exhibitors on the exhibition premises in respect of all monies of whatsoever nature (including claims for damage) which may at any time be due or payable by the exhibitor to the organizer in connection with the exhibition.

SAFETY

Each exhibitor must provide for his stand one valid fire extinguisher of a type approved by the organizer for each 20 square meters of space occupied and, during the hours the exhibition is open, at least one person who is thoroughly competent to use the extinguisher. Additional fire precautions may be required in special cases by the organizer of the local authority.

No liquid of vapor with a flash point lower than 54°C (130°F) and no explosive, corrosive or other dangerous substance to be brought into the exhibition premises.

No exhibitor may do or allow anything that would invalidate or adversely affect the fire or other insurance policies covering the exhibition or the exhibition premises.

Exhibitors shall ensure that their displays are properly spread and not to exceed the uniformly distributed maximum load limitations as given by the organizer.

The organizer reserves the right to appoint an executive contractor to handle the movements of all goods and exhibits in and out of the exhibition area. Injury or accident will be responsible by the exhibitor concerned.

Any substances or goods suggested by the organizer as harmful to others MUST be removed from the exhibit area;

DAMAGE

Each exhibitor shall be fully liable for any loss or damage caused by any act or omission of the exhibitor, his servants or agents, to any property of the exhibition premises, the owners and their agents and any other exhibitors and shall be liable forthwith to make good or provide compensation in respect of any loss or damage to the satisfaction of the same or any of them as the case may be.

No exhibitor may alter or in any way affect the structure of fixture of the exhibition premises.

Exhibitors will pay the cost of making good any damage caused to the premises or fixtures by themselves and/or their contractors.

STORAGE

Storage for display items shall be within the assigned booth/s or berthing space/s. The organizer will not accept any responsibility or claims of loss or damage.

CONDUCT ON SITE

From the beginning of installation throughout the period of the exhibition until the conclusion of dismantling, the exhibitor shall be responsible for the good conduct of all persons working on his stand. Exhibitor's tags must be worn by the exhibitor's staff during the duration of the Show;

Gambling is not permitted;

Exhibitor will be responsible for the behavior of its staff or crew;

Sleeping Overnight or live-on-board is not allowed (under special circumstances may be approved by the organizer);

Exhibitor must not permit anything which causes a nuisance or, in the opinion of the organizer, does not conform to the general standards of the exhibition.

ELECTRICITY AND INSTALLATIONS

A/Electricity will be supplied only through the organizer or the Official Contractor as the organizer's appointed agent.

Electrical installations may be inspected by representatives of the local authority and must comply with HKSAR's electrical regulations and requirements.

Connections into permanent distribution boxes may be made only by the organizer or the Official Contractor as the organizer's appointed agent.

Electric current will be:

i/ Lighting: Single phase AC 220 volts

ii/ Power : Single phase 220 volts 50 cycles

All electrical certifications must meet our HKSAR standard and shall be carried out in accordance with current load regulations.

B/ Installations:

Self-Installation or decorations on floating-pontoons/floaties:

- a/ All procedures must be approved by the organizer to ensure all safety measures are conducted and our marina features such as the wooden planks must not be damaged otherwise compensation will be demanded;
- b/ Electrical and Mechanical contractor appointed by Exhibitor must be licensed;
- c/ Welding must be approved by the organizer and must be conducted by a licensed contractor;
- d/ Spraying of chemical (especially colored ones) or whatsoever similar to such gesture is NOT allowed in our marina at all time;

Any contravention of these conditions will be stopped immediately. In the event of a dispute under this regulation the decision will be made by the organizer after consultation with the relevant authorities. The organizer will not be held responsible of any cost or delay.

AUTHORITY TO MOVE

The organizer is fully responsible for the layout and assignment of Hardstand and In-water displays with the highest caution of safety requirement and has absolute control to remove or alter other berthing space/s should exhibit vessel/s' condition constitute a danger or hazard to any other boat/s or its crew member/s or member of the public or other marina features.

** Any disagreement regarding this issue will not be entertained.

Under no circumstances, displayed vessel/s is/are not allowed to leave during the 3-day Show.

FOOD AND BEVERAGE (F & B)

Organizer must be notified should exhibitor desires to have an outside caterer to provide service and we will assist their delivery to assigned exhibit location;

Organizer will not be responsible for any food (provided by the exhibitor's appointed caterer) poisoning or accident incur directly or indirectly.

CANCELLATION OF EXHIBITION

If through circumstances beyond the organizer's control, the exhibition has to be cancelled, altered in character or reduced in scale, the exhibitor, his agents or contractors shall have no claims against the organizer or the agents.

The organizer reserves the right to change the plan, site or character of the exhibition at any time or the arrangement of exhibit vessels (in-water or hardstand) or booths' spaces. They will make a proportional allowance for space costs if appropriate but will not be liable for further compensation, nor may the exhibitor withdraw from his contracts.

DEPOSITS

A deposit of 50% of the Entry Fee must accompany the application for it to be valid upon date of receipt. Failure to pay the deposit will render the application invalid until such date as the correct deposit is received. At this date the application becomes valid. Please check application form for closing dates of entries.

PAYMENT

a/ Final Payment

The balance of the total Entry Fee must be received by the organizer not later than <u>October 31</u>, <u>2010.</u> Failure to comply with this request will subject the applicant's exhibit to exclusion from the exhibition and render his deposit forfeited.

CANCELLATION

Cancellation of application In-Water or Hardstand must be advised by written form on or before 31st October 2010 otherwise deposit or full payment will not be refunded.

OBSERVANCE OF RULES

Every exhibitor and every person employed directly or indirectly by him must comply and observe these rules and regulations in all respects. The exhibitor must bring them to the attention of all his agents and contractors. Should he do so, any claim arising from such a failure shall be met by him.

Organizer has the absolute right to disqualify the application of exhibitor should the above rules and regulations conclude in a dispute or disagreement and may require to depart the exhibit area or the Club's premises before or during the event.