

**Cambodia International Gems & Jewelry Fair 2016**

**June 16 - 19, 2016 Diamond Island Convention & Exhibition Center, Phnom Penh**

Return the original to International Pavilion Agent:

**World Trade Fair (International) Limited**

Unit 1309, Shing Yip Industrial building, No. 19-21 Shing Yip Street, Kwun Tong, Kowloon, Hong Kong SAR

Tel: (852) 2365-8119 Fax: (852) 3165-8447 Email: sales@wtf.com.hk



- Important: ◆ All Information must be completed in English unless otherwise stated.
- ◆ Information provided below will be used for the Show Directory and Fascia Board.

**A. Company Information**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**Postal Code:** \_\_\_\_\_

**Contact Person: Mr / Ms / Mrs** \_\_\_\_\_

**Position** \_\_\_\_\_

**Tel No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**Mobile No.:** (Country Code) \_\_\_\_\_

**(Number)** \_\_\_\_\_

**Email:** \_\_\_\_\_

**B. Nature of Business**

- Importer**     
  **Exporter**     
  **Re-Exporter**     
  **Manufacturer**  
 **Others (Please Specified)** \_\_\_\_\_

**C. Products to be displayed at the fair**

**Brandname(s):** \_\_\_\_\_

**D. Participation Fee**

Format	Facilities Included	Registration Fee	Participation Fee	Corner Surcharge	x	No. of Booth	Total
						Booth(s)	
9sq.m Standard Shell Booth	1 Table, 4 Chairs, 3 Florescent tubes, 1 Waste Basket	HK\$2,340 / US\$300	HK\$21,060 / US\$2,700	HK\$3,159 / US\$405			
<b>Payment Due Dates</b>	<ul style="list-style-type: none"> <li>◆ 50% Deposit: Immediate payment (within 3 business days upon booth assignment) to World Trade Fair (International) Ltd's bank account below.</li> <li>◆ 50% Balance: on or before 16 March 2016 transfer to World Trade Fair (International) Limited's bank account.</li> </ul> <p> <b>A/C Name:</b> World Trade Fair (International) Ltd.      <b>Bank Name:</b> Standard Chartered Bank (HK) Ltd.  <b>USD A/C No.:</b> 574-1-191048-2      <b>HKD A/C No.:</b> 574-1-191043-1  <b>Swift Code:</b> SCBLHKHHXXX      <b>Bank Code of Beneficiary's Bank:</b> 003  <b>Bank Address:</b> Golden Court Floor B, G &amp; M, 68 Nathan Road, Tsimshatsui, Kowloon, Hong Kong                 </p>						

The participant may request for additional facilities and services for the purposes of the Exhibition such as extra stand facilities, travelling services, interpreters, etc. upon or after submission of the Application/Contract. All requests must be made in writing, together with cheque payment as deposit. World Trade Fair (International) Limited may at any time request an additional amount to be paid by the participant if the deposit is insufficient to settle the anticipated expenses. The participant is liable for the balance due to the World Trade Fair (International) Ltd. where the actual cost exceeds the deposit.

**We (Name of Company)** \_\_\_\_\_

hereby apply to participate in the Exhibition. We understand that the Participation Fee is non-refundable and agree to be bound by the provisions of all documents forming part of the Application / Contract, 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 you will lead to the rejection of our right to participate in the Exhibition.

We understand that above information will be included into the World Trade Fair (International) Ltd.'s databank and the World Trade Fair (International) Ltd. can make use of our information for promotion purposes.

**Company Stamp & Authorised Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Full Name of Authorised Signature:** \_\_\_\_\_ **Position:** \_\_\_\_\_

1. **DEFINITIONS**
- In these Conditions of Participation and the Application/Contract, save as the context otherwise requires:
- "Applicant" means the company named in Section A of the Application/Contract.
- "Application" means the application by the Applicant to participate in the International Pavilion at the Exhibition, made by submitting the Application/Contract together with all necessary payments to the World Trade Fair (International) Limited.
- "Application/Contract" means the application form to which these conditions are annexed.
- "Booth" means a booth in the International Pavilion at the Exhibition which the World Trade Fair (International) Limited licenses the Participant to use for the duration of the Exhibition.
- "Conditions" means these Conditions of Participation as amended by the World Trade Fair (International) Limited from time to time.
- "World Trade Fair (International) Limited" also means the agent for International pavilion of the Exhibition.
- "Exhibition" means the fair or exhibition named in the Application/Contract.
- "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
- "International Pavilion" means the pavilion organised by the World Trade Fair (International) Limited to accommodate all participants, which will be built on a specified location assigned by the fair/exhibition organiser;
- "Deposit" means an amount equal to 50% of the total payable amount expressed in Section E of the Application/Contract.
- "Optional Participation Expenses" means the amount payable by each Participant for additional facilities and services such as shipment of samples, extra stand facilities, travelling services and interpreters, provided by the World Trade Fair (International) Limited at its request, which amount shall be determined by the World Trade Fair (International) Limited.
- "Participant" means the Applicant after its Application has been accepted by the World Trade Fair (International) Limited.
- "Participation Fee" means the amount payable by the Participant to the World Trade Fair (International) Limited for the right to participate in the International Pavilion at the Exhibition, as specified in Section E of the Application/Contract.
- "Products" means the goods described in Section D of the Application/Contract and which the World Trade Fair (International) Limited agrees to accept for exhibiting at the Booth during the Exhibition.
- "Project Manager" means the project manager for the International Pavilion at the Exhibition appointed by the World Trade Fair (International) Limited.
- "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**
- (a) The Applicant must be a legal business entity with a valid business registration certificate / license with substantial operations in the registered country.
- (b) The Project Manager, on behalf of the World Trade Fair (International) Limited, 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 International Pavilion at the Exhibition. World Trade Fair (International) Limited 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**
- (a) Upon submission of its Application/Contract, the Applicant shall pay to the World Trade Fair (International) Limited such amounts and in such manner as set out in Section E of the Application/Contract.
- (b) If the Applicant has requested for additional facilities and services in accordance with Section E of the Application/Contract, it shall further pay to the World Trade Fair (International) Limited upon submission of its written request for such services and facilities:
- such amount as the World Trade Fair (International) Limited considers appropriate as deposit for the Optional Participation Expenses if such request is made prior to the commencement of the Exhibition; and
  - the full amount of the Optional Participation Expenses if such request is made on-the-spot during the Exhibition (see paragraph 3(e) below).
- (c) If the Application is rejected, World Trade Fair (International) Limited 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.
- (d) When the Application is accepted by World Trade Fair (International) Limited, the Applicant will become a Participant. If it subsequently wishes to withdraw its participation, it may do so by notice in writing to World Trade Fair (International) Limited whereupon the Participation Fee will be forfeited by World Trade Fair (International) Limited. 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.
- (e) 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 Participant before the additional facilities and services are provided by World Trade Fair (International) Limited or its contractor. All such requests must be made in writing to World Trade Fair (International) Limited directly.
- (f) i. If the Participant requests World Trade Fair (International) Limited or its recommended travel agent (the "Agent") to reserve hotel accommodation for its delegates, the Participant shall pay to World Trade Fair (International) Limited or the Agent such amount as World Trade Fair (International) Limited or the Agent may deem appropriate as deposit which shall be at least equal to the first night's accommodation charges at the hotel. World Trade Fair (International) Limited or 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 Participant 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 World Trade Fair (International) Limited against all liabilities incurred by its delegates in connection with the hotel and shall on demand pay to World Trade Fair (International) Limited immediately all amounts claimed by the hotel against World Trade Fair (International) Limited in respect thereof.
- (g) i. In no case will action be taken by World Trade Fair (International) Limited until and unless the respective amounts payable pursuant to this paragraph 3 and Section E of the Application/Contract have been paid to World Trade Fair (International) Limited.
- If World Trade Fair (International) Limited requests any additional amount to be paid by the Applicant/Participant, no further action will be taken by World Trade Fair (International) Limited until and unless such additional amount has been paid to it.
- (h) All payments by the Participant to World Trade Fair (International) Limited shall be made promptly without any deduction, set-off or counterclaim.
- (i) All requests by the Participant for any additional facilities and services are subject to World Trade Fair (International) Limited's ability to procure such facilities and services. World Trade Fair (International) Limited does not warrant or represent that it will be able to procure any such facilities or services. If World Trade Fair (International) Limited 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.
- (j) World Trade Fair (International) Limited 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 World Trade Fair (International) Limited at the Participant's request.
- (k) World Trade Fair (International) Limited 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 World Trade Fair (International) Limited.
- (l) The Participant shall reimburse World Trade Fair (International) Limited of all Optional Participation Expenses paid on its behalf. If, in the opinion of World Trade Fair (International) Limited, the deposit paid for Optional Participation Expenses under paragraph 3(b) is or will likely be insufficient to pay for all the actual expenses to be incurred by World Trade Fair (International) Limited, World Trade Fair (International) Limited may at any time request an additional amount to be paid by the Participant which, in the opinion of World Trade Fair (International) Limited, is sufficient to pay for such actual expenses. The Participant shall, within 5 days of receiving such request, pay the requested amount to World Trade Fair (International) Limited.
4. **SETTLEMENT OF ACCOUNTS**
- (a) World Trade Fair (International) Limited will issue a statement of account to the Participant setting out the actual cost of the provision of any additional facilities and services, the amount of deposit paid for Optional Participation Expenses and the balance due to World Trade Fair (International) Limited (where the actual cost exceeds the deposit) or the amount of refund to the Participant (where the actual cost is less than the deposit).
- (b) The Participant shall pay to World Trade Fair (International) Limited the amount due to World Trade Fair (International) Limited as shown on the statement of account within 14 days of its receipt. A surcharge of 2% per month will be imposed on any outstanding amounts after the due date for payment.
- (c) World Trade Fair (International) Limited 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.
- (d) World Trade Fair (International) Limited reserves the right to offset any balance to be refunded to the Applicant/Participant against any outstanding liabilities due by the latter to World Trade Fair (International) Limited in relation to their participation in the World Trade Fair (International) Limited's other activities.
- (e) No interest will be payable by World Trade Fair (International) Limited respect of any refund amounts to the Applicant/Participant.
5. **BOOTH**
- (a) World Trade Fair (International) Limited will in its absolute discretion allocate 1 Booth to the Participant by way of a licence for the exhibition of its Products. The Participant shall have no claims whatsoever against World Trade Fair (International) Limited 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 World Trade Fair (International) Limited.
- (b) The Participant shall not assign its licence 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.
- (c) In the interests of maintaining a high standard of presentation at the Exhibition and a favourable image of International Pavilion 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 or Publicity Material.
- (d) 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.
- (e) The Participant must not obstruct or cause to be obstructed any entrances to or passage to or passage ways in the Exhibition.
6. **PARTICIPATION IN THE EXHIBITION**
- (a) The Participant must be represented at the Exhibition by at least 1 delegate.
- (b) Any delegate nominated to represent the Participant at the Exhibition must be a senior executive of the Participant.
- (c) 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 shall be duly authorised to negotiate and conclude contracts for the sale of the Products;
  - 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.
- (d) World Trade Fair (International) Limited 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 uphold the reputation of World Trade Fair (International) Limited and to promote the success of the International Pavilion at the Exhibition.
- (f) The Participant shall abide by the regulations contained in the official application form submitted to the organisers of the Exhibition by World Trade Fair (International) Limited on behalf of the Participant. Such regulations are deemed to be an integral part of the Conditions.
7. **PRODUCTS**
- (a) World Trade Fair (International) Limited shall have an absolute discretion to accept or reject any of the Participant's products for exhibiting in the International Pavilion at the Exhibition.
- (b) The Participant may only exhibit Products which are manufactured in their country or made by their related entities.
- (c) The Participants warrants that (i) the Products and the packaging, and (ii) 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 third party rights including without limitation trade marks, copyrights, designs, names and patents whether registered or otherwise.
- (d) 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.
- (e) The Participant warrants that (i) the Products and the packaging, and (ii) 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.
- (f) The Participant shall be solely responsible for and shall settle all expenses and liabilities incurred by it in relation to its participation in the International Pavilion at the Exhibition 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 World Trade Fair (International) Limited 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.
8. **PUBLICITY**
- World Trade Fair (International) Limited 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 International Pavilion at the Exhibition.
9. **INFORMATION**
- (a) During the Exhibition the Participant shall provide World Trade Fair (International) Limited 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.
- (b) At the conclusion of the Exhibition the Participant 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 World Trade Fair (International) Limited.
10. **TERMINATION OF RIGHT TO PARTICIPATE**
- (a) Without prejudice to World Trade Fair (International) Limited's other rights and remedies, World Trade Fair (International) Limited has the right to terminate forthwith by notice the Participant's right to participate in the International Pavilion at the Exhibition 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 Project Manager in his absolute discretion decides that such right shall be terminated.
- (b) The Participant's right to participate in the International Pavilion at the Exhibition shall automatically terminate in the event that all its Participants are refused entry visa or entry permit to the country or place where the Exhibition shall be held by any competent authorities.
- (c) In the event that the Participant's right to participate in the International Pavilion at the Exhibition is terminated, any expenses incurred by World Trade Fair (International) Limited for and on behalf of the Participant prior to such termination and all other expenses reasonably incurred by World Trade Fair (International) Limited as a consequence of such termination shall be paid on demand by the Participant to World Trade Fair (International) Limited.
11. **CANCELLATION**
- World Trade Fair (International) Limited reserves the right to cancel the International Pavilion at the Exhibition at any time without incurring any liability whatsoever to the Participant if circumstances outside the control of World Trade Fair (International) Limited (including but not limited to war, embargo, civil unrest, terrorist attacks, legal proceedings or government regulations) make it in the sole opinion of World Trade Fair (International) Limited (which opinion shall be conclusive) impossible, impractical or undesirable for World Trade Fair (International) Limited to participate in or hold the Exhibition.
12. **EXCLUSION OF LIABILITY**
- (a) World Trade Fair (International) Limited shall not be liable for any loss, damage or personal injury howsoever suffered by or caused to the Participant, 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 World Trade Fair (International) Limited or its employees of the Conditions.
- (b) World Trade Fair (International) Limited assumes no responsibilities for any introduction or transaction made between the Participant and any third party during or as a result of the Exhibition.
- (c) The Participant shall be responsible for effecting all insurance coverage necessary in connection with its participation in the International Pavilion at the Exhibition 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 World Trade Fair (International) Limited 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.
13. **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 World Trade Fair (International) Limited or other participants in the Exhibition which has been acquired by reason of the Participant's participation in International Pavilion at the Exhibition.
14. **WAIVER**
- No failure or delay by World Trade Fair (International) Limited 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.
15. **NOTICE**
- (a) Every notice or demand shall be in writing but may be given or made by post, cable, e-mail, telex or fax.
- (b) Every notice or demand to be given by World Trade Fair (International) Limited may be sent to the address of the Participant stated in its Application/Contract. Every notice to be given by the Participant to World Trade Fair (International) Limited shall be sent to the office of World Trade Fair (International) Limited at Unit 1309, Shing Yip Industrial Building, No.19-21 Shing Yip Street, Kwun Tong, Kowloon, Hong Kong, China.
- (c) Every notice or demand shall be deemed to have been received in the case of a telex, e-mail 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.
16. **GENERAL**
- (a) Nothing in the Application/Contract or the Conditions shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between World Trade Fair (International) Limited and the Participant.
- (b) The Application/Contract 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 World Trade Fair (International) Limited and the Applicant relating to the Exhibition.
17. **GOVERNING LAW**
- The Application/Contract 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.