



at **IDFFHK**

International
Design·Furniture Fair
Hong Kong

「Design goes East.」

imm cologne at IDFFHK 2019 — 3rd edition

August 23-25, 2019 / Hong Kong Convention and Exhibition Centre

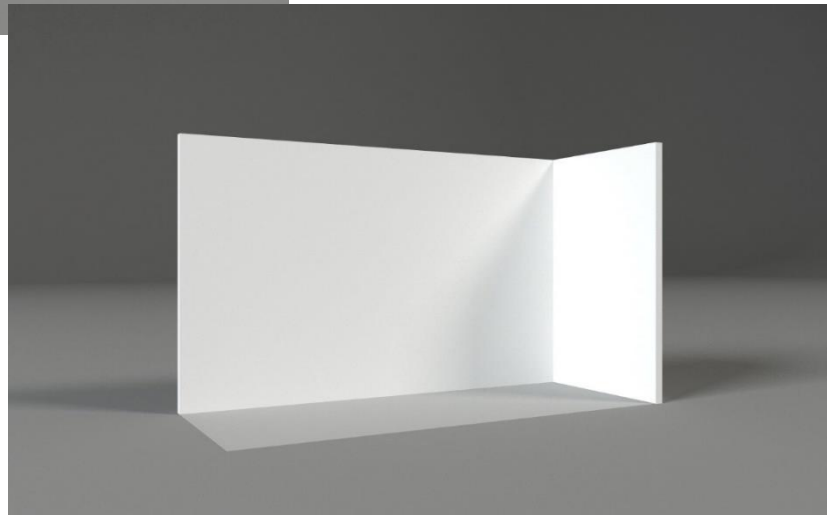
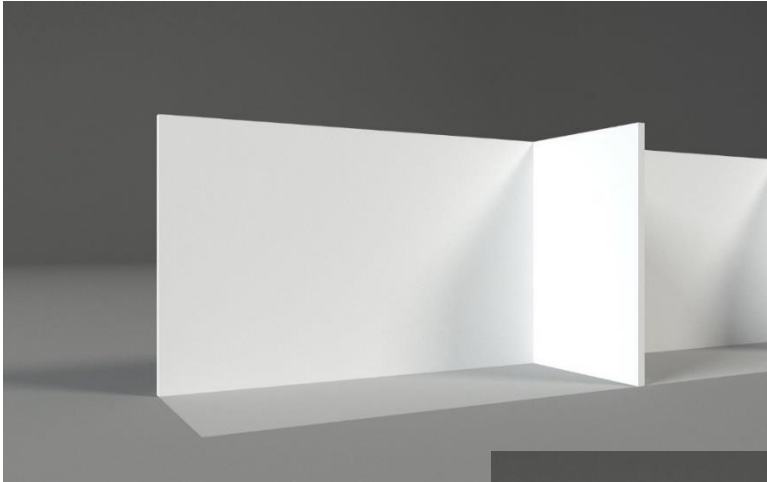
Application Form



at **IDFFHK**

International
Design · Furniture Fair
Hong Kong

INSPIRATION



INSPIRATION SHOWCASE*

7,5 m² (5 m x 1,5 m) incl. stand installation = Euro 3.700 (if applicable plus VAT)

*expandable in 7,5 m² units inclusive:

- > **Stand construction:** White wall seamless panels
- > **Flooring:** Carpet included or laminate / vinyl flooring for an additional charge
- > **Lighting:** 3 spotlights
- > **Graphics:** Exhibitor logo and stand number
- > **Power supply point:** One 500 w socket



at IDFFHK

International Design · Furniture Fair Hong Kong

INSPIRATION

ENTITLEMENTS

UNIQUE

- Complimentary VIP Preview Invitations
- Complimentary Admissions
- Complimentary Exhibitor passes

EXCLUSIVE NETWORKING OPPORTUNITIES

- Press conference
- [Wine + Design] VIP cocktail reception
- [Dialogue Speakers Series] VIP cocktail reception
- Onsite 'Brand Talk' *
- Onsite 'Artisan Demonstration' *

PROMOTIONS ADVANTAGES

- Highlight on Fair Map
- 10 % Discount on Fair Directory advertisement
- 10 % Discount on IDFF2019 website advertisement
- Brand Highlight on IDFF2019 website *

* subject to availability on first come first served basis

I hereby order (number) stand package INSPIRATION (7,5 m² incl. stand installation) at a price of **Euro 3.700 each** (if applicable plus VAT)

Company/Name

Contact person (please give first and last name)

Address

Town, postcode

P.O. Box, postcode

Tel.

Fax

E-mail

Internet

Owner/Managing Director

Data protection policy

The event organiser will use and proceed the information provided in this form within the framework of the fulfilment of contractual duties via an automated procedure that takes the regulations stipulated under the Federal Data Protection Law of the Federal Republic of Germany into account.

I hereby permit Koelnmesse GmbH to use the details entered on this coupon for sending information and advertising of industry events of Koelnmesse GmbH and its affiliated companies (according to § 15 AktG) at home and abroad, in line with the regulations of the Federal Data Protection Law of the Federal Republic of Germany. You can forbid this use of personal data at any time under datenschutz-km@koelnmesse.de.

By signing and returning the application form, we acknowledge that the IDFFHK Terms & Conditions are binding for our company.

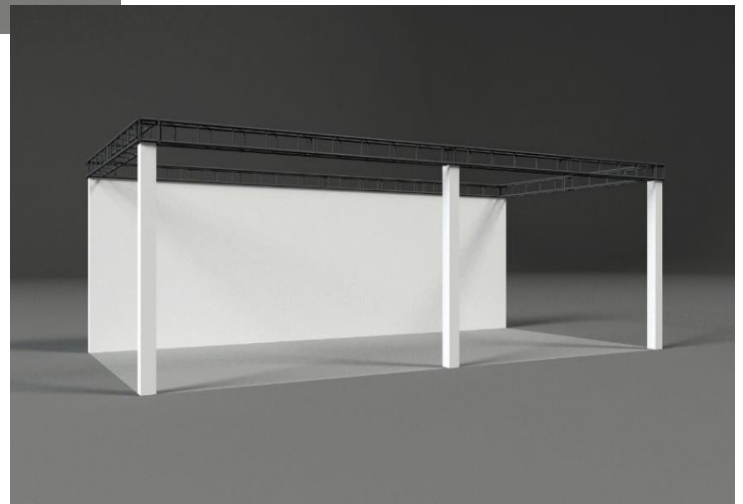
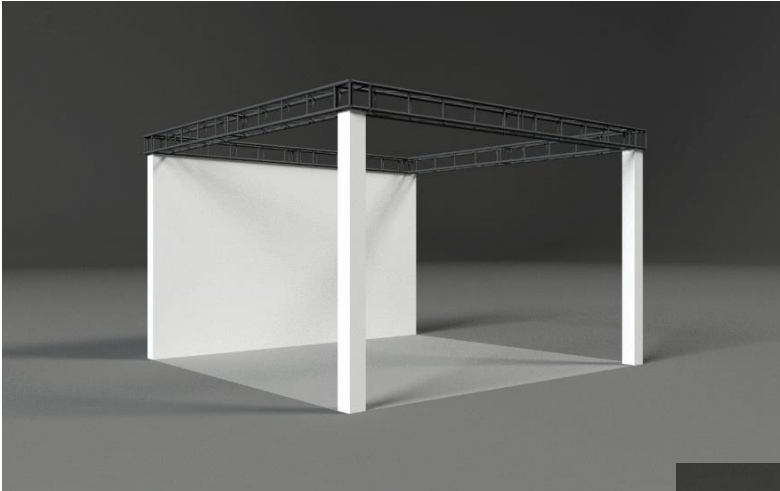
Place, date, legally binding signature and company stamp of the main exhibitor



at **IDFFHK**

International
Design · Furniture Fair
Hong Kong

COLLECTION



OPTION 1

RAW SPACE (minimum 40 m²)

Euro 255 per m² (if applicable plus VAT)

OPTION 2

COLLECTION PLATFORMS*

25 m² (5 m x 5 m) incl. stand installation = Euro 12.500 (if applicable plus VAT)

*expandable in 25 m² units inclusive:

- > **Stand construction:** White walls seamless panels, corner units plus column.
Black rigging on top. Alternative wall colours for an additional charge
- > **Flooring:** Carpet included or laminate / vinyl flooring for an additional charge
- > **Back Wall:** Wooden made double sided back wall in spray paint finishing
- > **Lighting:** 4-6 spotlights
- > **Graphics:** Exhibitor logo and stand number
- > **Power supply point:** One 500 w socket



at IDFFHK

International Design · Furniture Fair Hong Kong

COLLECTION

ENTITLEMENTS

UNIQUE

- Priority Raw Space Exhibition Area
- Complimentary VIP Preview Invitations
- Complimentary Admissions
- Complimentary Exhibitor passes

EXCLUSIVE NETWORKING OPPORTUNITIES

- Press conference
- [Wine + Design] VIP cocktail reception
- [Dialogue Speakers Series] VIP cocktail reception
- Onsite 'Brand Talk' *
- Onsite 'Artisan Demonstration' *

PROMOTIONS ADVANTAGES

- Highlight on Fair Map
- 15 % Discount on Fair Directory advertisement
- 15 % Discount on IDFF2019 website advertisement
- Brand Highlight on IDFF2019 website *

* subject to availability on first come first served basis

- Order RAW SPACE (min. 40 m2) at a price of Euro 255 per m2
Order COLLECTION PLATFORMS (25 m2 incl. stand installation) at a price of Euro 12.500 each

Form fields for Company/Name, Address, Town, postcode, Tel., E-mail, Owner/Managing Director, Contact person, P.O. Box, postcode, Fax, Internet.

Data protection policy
The event organiser will use and proceed the information provided in this form within the framework of the fulfilment of contractual duties via an automated procedure that takes the regulations stipulated under the Federal Data Protection Law of the Federal Republic of Germany into account.
I hereby permit Koelnmesse GmbH to use the details entered on this coupon for sending information and advertising of industry events of Koelnmesse GmbH and its affiliated companies (according to § 15 AktG) at home and abroad, in line with the regulations of the Federal Data Protection Law of the Federal Republic of Germany. You can forbid this use of personal data at any time under datenschutz-km@koelnmesse.de.

By signing and returning the application form, we acknowledge that the IDFFHK Terms & Conditions are binding for our company.

Place, date, legally binding signature and company stamp of the main exhibitor

1. INTERPRETATION

1.1 In these Terms and Conditions the following definitions shall apply:-

“Brand Name(s)” means the brand name(s) of the exhibits to be displayed in the Exhibition as specified in the Form;

“Contract” means a contract comprising the Form and these Terms and Conditions to be formed between the Organizer and the Exhibitor for the Exhibitor to participate in the Exhibition at the Exhibition Space allocated to it at the Total Participation Fee;

“Deposit” means the deposit as defined in Clause 4.1;

“Exhibition” means International Designer Furniture Fair Hong Kong, the exhibition to be organized by the Organizer;

“Exhibition Space” means any empty floor raw space in the Exhibition Venue licensed to the Exhibitor by the Organizer for the purpose of the Exhibition;

“Exhibition Venue” means Hall 3DE of the Hong Kong Convention & Exhibition Centre situated at 1 Expo Drive, Wanchai, Hong Kong or such other venue as designated by the Organizer and notified to the Exhibitor;

“Exhibitor” means a participant of the Exhibition under the Contract, which must be a legally registered company/ business carrying on business either in Hong Kong or in its country of origin in accordance with applicable laws;

“Exhibitor’s Manual” means the manual supplied by the Organizer to the Exhibitor which contains information relating to the Exhibition, the Exhibition Space, the Stands and other matters (as may be amended by the Organizer from time to time);

“Form” means the standard contract form overleaf to be signed by the Exhibitor and the Organizer;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Official Directory” means the official directory of the Exhibition published by the Organizer;

“Organizer” means International Designer Furniture Fair Hong Kong Limited, the organizer of the Exhibition;

“Representatives” means all employees, servants, agents, contractors, subcontractors and all other representatives of the Exhibitor;

“Rules of the Venue” means all such rules and regulations for the time being applicable to, amongst others, Exhibitors at the Exhibition Venue made by the operator or manager of the Exhibition Venue;

“Stand” means any stand constructed by the Exhibitor on the Exhibition Space in accordance with the requirements and specifications set out in the Exhibitor’s Manual and/or the Rules of the Venue;

“Terms and Conditions” means these terms and conditions as set out herein;

“Total Participation Fee” means the amount payable by the Exhibitor to the Organizer for the right to participate in the Exhibition and for the right to use the Exhibition Space during the Exhibition.

1.2 The headings in these Terms and Conditions have been inserted for reference only and shall not affect their interpretation.

2. COMPLIANCE BY THE EXHIBITOR AND ITS REPRESENTATIVES

The Exhibitor accepts that it shall and shall procure its Representatives to observe and comply with (a) the terms in the Form; (b) these Terms and Conditions; (c) the Exhibitor’s Manual; and (d) the Rules of the Venue. Copies of the Exhibitor’s Manual and the Rules of the Venue are available from the Organizer on request.

3. PARTICIPATION IN THE EXHIBITION

All Exhibitors who wish to participate in the Exhibition shall complete and sign the Form and submit the same together with a signed copy of these Terms and Conditions to the Organizer. All submissions shall be accompanied by the payment of the Deposit to the Organizer in accordance with Clause 4.

4. TERMS OF PAYMENT

4.1 At the time of the submission of its completed and signed Form together with the signed Terms and Conditions, the Exhibitor shall pay a non-refundable (save as otherwise specified herein) deposit equal to 50% of the Total Participation Fee (“Deposit”) to the Organizer in accordance with the instructions set out in the Form. The Exhibitor hereby acknowledges that in light of the nature of the Exhibition, the amount of the Deposit required is reasonable and non-excessive as an earnest of performance. The Exhibitor shall provide proof of its payment of the Deposit made to the Organizer as required.

4.2 The Exhibitor shall further receive an invoice from the Organizer requesting the payment of the balance of the Total Participation Fee, which must be settled in full and without any discount on or before the particular deadline.

4.3 The time of payment of the Total Participation Fee is of the essence to the participation by the Exhibitor in the Exhibition. The Organizer is entitled to refuse admission of the Exhibitor to the Exhibition and re-allocate the Exhibition Space to others if the Exhibitor fails to meet its financial obligations towards the Organizer by the time stipulated above.

5. EXHIBITION SPACE

5.1 The Organizer has the sole and absolute discretion in allocating the Exhibition Space. Any such decision made by the Organizer shall be final and binding on the Exhibitor. In making such decisions, the Organizer may take into account factors such as the time of payment made by the Exhibitor, the design and the size of the Exhibitor’s Stand.

5.2 The Exhibitor’s right to exhibit at the Exhibition Space shall not be disposed of or shared to any third party without the prior approval of the Organizer. Any Exhibitor who is found by the Organizer in its absolute opinion to have done so may be required to withdraw from the Exhibition.

5.3 The Exhibitor shall prominently display its Brand Name(s) on its Stand. Where the Exhibitor’s company name is different to its Brand Name(s), the Exhibitor shall ensure that its Brand Name(s) be displayed in a more prominent manner than the company name. The Organizer is entitled to request the Exhibitor to make changes to its signage as appropriate in order to comply with this requirement.

5.4 The Organizer reserves the right at its sole discretion to change the Exhibition Space allocated to the Exhibitor, to alter the size and dimensions of the Exhibition Space, to change or close entrances and exits and access to the Exhibition Space and to undertake any kind of alterations to the Exhibition Space whatsoever.

6. STANDS

6.1 The Exhibitor shall construct its own Stand in the Exhibition Space at its own costs. The design and specifications of the Stand shall be submitted to the Organizer for its review. The Exhibitor shall ensure that such Stand conforms to the requirements and specifications set out in the Exhibitor’s Manual and/or the Rules of the Venue. The Exhibitor is solely responsible for ensuring the safety and proper construction of its Stand and shall be fully liable for any potential loss or damage to any party in connection with its Stand.

6.2 The Organizer reserves its right to order the alteration or removal of any Stand which does not conform to the requirements and specifications set out in the Exhibitor’s Manual and/or the Rules of the Venue. The costs of such alteration and removal shall be entirely borne by the Exhibitor. If any such alteration or removal is not made within the time

required by the Organizer, the Organizer may undertake the same at the risk and cost of the Exhibitor, and the Exhibitor shall reimburse all costs and expenses incurred in relation thereto by the Organizer on demand.

7. EXHIBITS

- 7.1 All exhibits displayed by the Exhibitor must be original designs of the Brand Name(s). Other brand names which are not specified in the Form shall not be displayed in the Exhibition without the Organizer's prior approval. No copies, reproductions or replicas of third party works shall be displayed in the Exhibition unless the Exhibitor obtains prior approval from the original designer and/or owner of the relevant intellectual property rights.
- 7.2 All exhibits must be confined to the Exhibition Space allocated to the Exhibitor. The prior written approval of the Organizer must be obtained shall the Exhibitor plan to display any working or moving exhibits.
- 7.3 The Organizer may request the Exhibitor to provide images of their exhibits and/or its latest product catalogue for the purposes of the Exhibition. The Organizer reserves its right to forbid any exhibit which it deems inappropriate to be exhibited at the Exhibition.

8. CONDUCT IN THE EXHIBITION VENUE

- 8.1 Advertising and/or promotional materials should be distributed from the Exhibitor's own Exhibition Space only. No business or sales activity shall be conducted by the Exhibitor outside the allocated Exhibition Space. No advertising or canvassing for business may take place anywhere else in the Exhibition Venue.
- 8.2 The Exhibitor shall be responsible for the good conduct of its Representatives who shall be bound by and must observe these Terms and Conditions in all respects. The Exhibitor shall (and shall procure that its Representatives shall) at all times act so as to avoid putting the Organizer in breach of the license under which it holds the Exhibition Venue. The Organizer reserves the right to refuse admittance to the Exhibitor and/or any of its Representatives if in its absolute opinion his or her behaviour is in breach of these Terms and Conditions or any Rules of the Venue.
- 8.3 The Exhibitor may not alter or in any way affect the structure or fixtures of the Exhibition Venue. The Exhibitor will pay or reimburse on demand to the Organizer the costs of making good any damage caused to the Exhibition Venue or fixtures by it and/or its Representatives.
- 8.4 At such time after the close of the Exhibition as the Organizer may specify, or on sooner termination of the Contract, all Stands and exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be delivered to the Organizer in as good and clean order and condition as it was when initially licensed to the Exhibitor.

9. INSURANCE

The Exhibitor shall take out and maintain its own valid and adequate insurance cover against all loss and damage for all its exhibits and equipment at the Exhibition Space during the Exhibition (including the move-in and move-out periods) and against potential liabilities to third parties. These shall include but are not limited to negligence, theft, fire, public liability, damage to property, personal injury, third party loss, accidents, natural calamities, acts of God etc. Such insurance must not entitle the insurers to exercise any subrogation rights against the Organizer. The Exhibitor shall produce such insurance policy and receipts for premium to the Organizer upon request.

10. ALTERATION AND CANCELLATION

The Organizer reserves the right to change the date(s) of the Exhibition to other date(s) as it deems fit, or cancel, alter the venue or mode, reduce in scale, shorten or extend the duration of the Exhibition at any time without incurring any liability whatsoever to the Exhibitor due to any cause or circumstance beyond the control of the Organizer including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, riot, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health etc. that makes it in the sole opinion of the Organizer impossible, impractical, or undesirable for the Organizer to hold the Exhibition as initially planned. The Exhibitor shall have no claim against the Organizer, whether for loss or damage, or return of all or part of any monies paid by the Exhibitor in respect of any postponement, cancellation, alteration, reduction, shortening or extension made in accordance with this Clause.

11. TERMINATION

11.1 The Contract may be terminated by the Organizer by notice to the Exhibitor upon the occurrence of any of the following events:-

- (a) the Exhibitor fails to pay part or all of the Total Participation Fee in accordance with Clause 4;
- (b) the Organizer is not satisfied that proper use is being made of the Exhibition Space by the Exhibitor;
- (c) the Exhibitor becomes insolvent or, in any jurisdiction, enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets;
- (d) the Exhibitor is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibition or the Organizer into disrepute; (e) the Exhibitor is in material breach of any provision of the Contract; or
- (f) the Organizer in its sole and absolute discretion decides that the Exhibition or the Exhibitor's right to exhibit shall be terminated.

11.2 If the Contract is terminated pursuant to Clause 11.1 (a), (b), (c), (d) or (e), the Exhibitor shall have no claim for refund of any monies paid to the Organizer. The Organizer shall have the right to claim for any unpaid Total Participation Fee and for any loss or damage suffered or additional expenses incurred by or on behalf of the Organizer as a consequence thereof. The Organizer shall further be entitled forthwith to re-allocate the Exhibition Space. All of the Exhibitor's property, if any, shall be removed by the Exhibitor from the Exhibition Space immediately, failing which such property shall be removed and the Exhibition Space cleared by the Organizer at the Exhibitor's expense. Obligations of the Exhibitor which are unperformed shall continue in force after termination.

11.3 If the Contract is terminated pursuant to Clause 11.1 (f), the Organizer may return to the Exhibitor the Total Participation Fee it has already paid without interest. The Exhibitor and the Organizer shall be released from all their respective rights and obligations under the Contract. The Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or expenses incurred in connection with any such termination.

12. LIABILITY AND INDEMNITY

- 12.1 Participation by the Exhibitor in the Exhibition is solely at the Exhibitor's own risk. All exhibits are brought to, displayed at and removed from the Exhibition Venue at the Exhibitor's own risk and shall be safeguarded by the Exhibitor at all times.
- 12.2 The Exhibitor agrees to indemnify and hold the Organizer harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including but not limited to legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organizer arising out of any breach of any of this Contract or the Exhibitor's Manual or the Rules of the Venue, or any other default or negligence of, or any damage or loss caused by, the Exhibitor and/or any of its Representatives.

- 12.3 The Organizer shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind suffered or incurred by the Exhibitor, its Representatives or any other person arising in connection with the Exhibition including, without limitation: (a) any theft, burglary, robbery, flooding or fire;
- (b) defect in the Exhibition Venue howsoever caused;
 - (c) any types of taxes accrued or imposed by any government (including any government agency or department) or regulatory authority to the Exhibitor and/or its Representatives;
 - (d) any matter referred to in Clause 10 of these Terms and Conditions.
- 12.4 The Organizer accepts no responsibility and shall not incur any liability to the Exhibitor or any other person for:
- (a) any error or omission in any information relating to the Exhibitor and/or its exhibits in the Official Directory or in any promotional material, information or thing produced or commissioned by the Organizer;
 - (b) products displayed or sold by any Exhibitor at the Exhibition;
 - (c) the Organizer carrying out any of its obligations under the Contract or the Exhibitors' Manual; or
 - (d) any loss or damage or any indirect or consequential loss caused by or arising from any of the equipment and computer systems (inclusive of hardware and software) of and services provided by the Organizer or by the operator or manager of the Exhibition Venue failing or being defective.
- 12.5 The Exhibitor shall be fully liable for any loss, injury or damage caused by an act or omission of the Exhibitor and/or its Representatives to any property of the Exhibition Venue, the other Exhibitors, visitors, the Organizer or any other third parties.
- 12.6 Nothing in this Clause 12 shall have the effect of limiting or excluding the Organizer's liability for fraud, or for death or personal injury caused by negligence of the Organizer to the extent it cannot be excluded or restricted under the relevant laws.
- 12.7 The Exhibitor acknowledges that the provisions of this Clause 12 are no more than is reasonable to protect the Organizer of the Exhibition.

13. COMPLIANCE WITH LEGISLATION

The Exhibitor and its Representatives shall comply with all relevant laws and regulations of Hong Kong. The Exhibitor shall be solely responsible for obtaining all consents, approvals, authorities, licenses and the like as may be required for its participation in the Exhibition at its own costs.

14. GENERAL

14.1 Confidentiality

The Exhibitor undertakes to the Organizer that all information relating to the Exhibition received by it in consequence of the Contract (whether in written, oral or any other form) shall be treated as confidential. Such information shall not be used or disclosed to any third party without the prior written consent of the Organizer, except when ordered by any court of competent jurisdiction or requested by regulatory authorities. The above undertaking shall survive the termination or completion of the Contract.

14.2 No Set-off

The Exhibitor shall pay all sums due under the Contract without any discount, deduction, set-off or counterclaim whatsoever.

14.3 No Waiver Unless Made In Writing

No waiver by the Organizer of any of the provisions of these Terms and Conditions or the provisions of the Exhibitor's Manual shall have effect unless given in writing and signed by any Director of the Organizer. Any waiver by the Organizer of any breach of any of the obligations of the Exhibitor or otherwise shall not be a waiver of any continuing breach or of any other breach of any of those obligations.

14.4 Cumulative Remedy

No remedy conferred by any of the provisions of these Terms and Conditions is intended to be exclusive of any other remedy except as expressly provided, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

14.5 Whole Agreement

These Terms and Conditions (including without limitation the obligations it contains to comply with the terms of, and to avoid putting the Organizer in breach of, other documents) together with the Exhibitor's Manual and the Form, supersede all prior agreements, negotiations and discussions between the parties. The Exhibitor shall not rely on any representation, warranty, collateral contract or other assurance (except as set out in the Form, these Terms and Conditions and the Exhibitor's Manual) made by or on behalf of the Organizer before the Exhibitor's participation in the Exhibition, and the Exhibitor waives all rights and remedies which, but for this paragraph, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing herein shall limit or exclude any liability for fraud.

14.6 Time of the Essence

Time is of the essence in relation to these Terms and Conditions.

14.7 Severance

If any clause, subclause or paragraph in these Terms and Conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that clause, subclause or paragraph or part shall to that extent be deemed not to form part of these Terms and Conditions and the enforceability of the remainder of these Terms and Conditions shall not be affected.

14.8 Terms and Conditions Prevail

If the provisions of these Terms and Conditions conflict with the Exhibitor's Manual, the provision of these Terms and Conditions shall prevail.

15. SUPPLEMENTAL CLAUSES

The Organizer reserves the right to issue supplementary conditions or instructions in writing in addition to those contained in these Terms and Conditions and/or the Exhibitor's Manual at any time it considers necessary for the smooth management of the Exhibition. The Organizer shall via email notify the Exhibitor of any such supplementary conditions or instructions, which upon such sending shall form part of these Terms and Conditions and shall be final and binding on the Exhibitor.

16. GOVERNING LAW AND JURISDICTION

The Contract shall be governed by and construed in all respects in accordance with the laws of Hong Kong, and the Exhibitor irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.

Additional TERMS & CONDITIONS Koelnmesse GmbH

Costs in the event of non-participation

1. Any confirmation later than 1 April 2019 is subject to a 25% surcharge of the price of stand package with stand construction
2. Price does not include any turnover tax, business tax, VAT or sales tax or any other taxes, if applicable

2. Cancellation Charge

After receipt of acceptance/stand area confirmation:

You cannot normally withdraw from the contract after you have received the admission/stand area confirmation. In the event of non-participation, companies that have registered for a trade fair must pay compensation as following:

- 50% of participation fee if cancel on or before May 2019
- 80% of participation fee if cancel on or before June 2019
- 100% of participation fee if cancel on or after July 2019