

**Terms and Conditions for Fashion PMQ: Fashion Mart Vendors**  
**9-11 Sep 2016**

**Please ensure that you have read the terms and conditions before submitting application**  
**請於遞交申請表格前細閱以下條款及細則**

**About Application 關於報名申請**

1. Only original design & creative works of the participants can be sold and showcased.  
只可以販賣及展示參加者的原創作品。
2. Only online applications will be accepted. Each participant/ brand can only submit one online application, repeated applications will be disqualified.  
只接受網上申請。每位參加者/ 每個品牌只可遞交一份網上申請表，重複申請將被取消資格。
3. The Organiser will reserve specific area for assigning participants whose products/items are regarded as highly relevant to the theme of **Fashion PMQ**. The Organiser reserves the absolute right to make final decision on stand assignment of such area. Objections from participants may not be entertained.  
主辦機構將會預留指定地方分配給申請內容能切合 **Fashion PMQ** 主題的參加者，主辦機構保留最終決定權於分配結果上，參加者提出之任何異議將不獲受理。
4. All applications will be vetted by the convening committee of the Organiser and the decision of the Organiser shall be final.  
所有申請必須經主辦機構之評審委員會審批挑選，主辦機構保留審批結果的最終決定權。
5. The participant warrants that the goods, the packaging and the publicity materials do not in any way violate or infringe any third party's rights including trademarks, copyrights, designs, names and patents whether registered or otherwise, and agrees to fully indemnify the Organiser against all costs, expenses and damages arising from any third party's claim of infringement of such third party's rights.  
參加者必須保證所有產品或宣傳品不會以任何形式侵犯第三者之註冊或非註冊商標、版權、設計、商品名稱及專利；並願意於違反上述保證時，保障主辦機構免於一切有關之賠償訴訟。
6. All successful participants are required to attend the briefing Session and Stand Draw-lot Session, as well as the Designpreneurs Training Course. **(if applicable)**  
所有參加者必需於指定地點出席簡介會、攤位抽籤環節及設計創業培訓課程。**(如適用)**
7. The Organiser reserves the right to cancel any application if participation fee is not settled on or before deadline as specified.  
如參加者未能於指定日期前繳付相關參加費用，主辦機構將視該參加者為放棄申請，其攤位將分配予其他參加者。
8. Successful participants will be notified by the Organiser by email **within 2<sup>nd</sup> week of August 2016**. Participants can regard their application unsuccessful if no email is received by the above mentioned date. The Organiser shall not be liable in any circumstances of the participant failing to receive any notification under this provision. Participation fee is non-refundable.  
成功獲選的參加者將於 **2016年8月第二個星期內** 收到電郵確認，於上述日期或之前沒有接獲通知，參加者可視其申請不獲選。如參加者在任何情況下沒有收到通知，主辦機構概不負責，參加費用將不獲退還。
9. The Participant's final products to be sold at Fashion Mart shall match exactly with that on the product photos submitted together with this application. Conceptual drawings submission will not be accepted. Any inexplicit contents and illegal matters are prohibited and will be removed at the Organiser's absolute discretion and the Organiser is entitled to disqualify the participant without explanation. In this case, participation fee and deposit are not refundable.  
參加者於市集售賣之貨品必需與申請時所遞交之產品相片相同。構想圖將不獲接納。如參加者於場內展示不道德或違法物品，主辦機構有絕對權移走該物品及取消其參加資格而毋須作出任何解釋，而被取消的參加者亦不會獲退還參加費用及按金。

## About Operating Days , Stand Allocations, Set Up & Venue Regulations

### 關於擺檔日期、攤位位置、佈置及場內秩序

10. Stand location will be decided by a fair ballot draw process. Once assigned, it cannot be transferred, re-assigned, subcontracted or in any way shared with any third party under all circumstances. Based on the principle of fairness, any request on stand location change after draw will not be accepted.  
參加者的攤位位置將以抽籤形式安排，攤位使用權只限於申請表上所列明之參加者，故參加者不可轉讓、授權、分租或以任何其他形式與第三者共同使用該攤位。基於公平原則，任何位置上的特別要求均不受理。
11. Each stand must be manned by the participants at all times during the mart.  
市集開放期間，攤位必須於任何時候皆有銷售人員或代表駐守。
12. All the furniture must be returned to the Organiser with no damage upon completion of the event. No extra display items including props and racks outside the vendor's stand are allowed. The Organiser reserves the right to remove the items if such regulation is violated.  
參加者必須於市集完結時無損地歸還所有傢俱予主辦機構。大會禁止所有其餘在其攤位範圍外的佈置，包括一切陳列用物品或展示架，否則主辦機構有權移走。
13. Participants can use their own display materials, however, due to fire regulations, only flame-resistant materials are allowed. The Fire Department and the Organiser reserve the right to remove any flammable materials when making their inspection. The decision of the Organiser is final.  
參加者可自由使用物料佈置攤位，但是，由於消防法例規定，只可使用阻燃產品。消防處及主辦機構巡查時保留移除任何易燃物品的權利。主辦機構有最終決定權。
14. Using fire/flame in the mall is strictly prohibited. Dangerous items such as LPG gas can, any open flame, LPG gas cylinders and aerosol spray paint are NOT allowed in the event mall whatsoever.  
主辦機構禁止在會場內使用明火或進行任何危險動作。主辦機構亦不容許任何危險物品如液化石油氣、天然氣、石油氣氣瓶及氣溶膠噴漆進入會場。
15. Electricity supply during the mart will only be provided to participants upon special request. For those who shall require such supply will be assigned to specific areas. Besides, a fair ballot draw process will be conducted if the requests are over the number of available booths. (if applicable)  
市集舉行期間的電力供應的只會提供給有特別要求的參加者，而他們會被分配到特定的供電區域。另外，如需電力供應的攤檔之數量多於可供電的攤檔數量，主辦機構會安排以抽籤形式作分配。(如適用)
16. The participant shall ensure that none of the products/items will pose any safety problem or health hazard to the public, and the Organiser reserves the right to remove any products/items which the Organiser in its sole discretion considers inappropriate without giving any reasons to the participant.  
參加者須確保並無任何物品會對公眾構成安全問題或健康威脅。否則，主辦機構有權移走而毋須向參加者作出任何解釋。
17. Participants shall **NOT** play any music or cause any noises during the event.  
活動舉行期間參加者不得在場內播放音樂或製造噪音。
18. No storage will be provided at the venue during the event period. Participants shall safeguard their own personal belongings. Security is minimal at the venue and the Organiser accepts no responsibility for theft, loss, damage, injury or any other such incidents.  
活動舉行期間不設參加者存倉服務，參加者須保管自己的財物，場內只安排基本保安，主辦機構一概不負責因盜竊、遺失、損壞、損傷或任何其他類似意外之責任。
19. Publicity materials may only be distributed at participant's own stand. No advertising, demonstration or soliciting may be carried out elsewhere in the mall and no exhibits or advertising signs may be placed outside the confines of designated stand area.  
參加者只可於本身攤位範圍內派發宣傳物品，場內其他地點一律禁止廣告、示範或招徠生意的活動，展品或宣傳標誌之擺放均不能超越指定的攤位範圍。

20. Participants can only set-up, dismantle or remove decoration before or after the opening hours of the mart. To ensure customers have an enjoyable shopping experience, participants are required to follow strictly the opening hours. The Organiser reserves the right to terminate the participant's participation for any late arrival or early departure of more than 15 minutes of the prescribed opening hours.  
參加者必須於市集開放時間前或完結後方可佈置或清拆攤位及其擺設。為了確保顧客有一個愉快的購物體驗，所有參加者必須嚴格遵守活動開放時間之要求；如遲到或提早離場超過十五分鐘之參加者，主辦機構有權立即終止其繼續參加餘下活動的資格。
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21. Participants are not allowed to consume any food at or near the stand and any drinks will have to be put under the table (or equivalent).  
參加者不得在攤位或攤位附近進食，任何飲料均需要放置於枱(或同等裝置)下。
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22. The Organiser has the right to disqualify any participant from participating in Fashion Mart without giving any reasons or refunding the participation fee to the participants.  
主辦機構有權取消任何參加者參加 Fashion Mart 的資格，而毋須向參加者作出解釋或退款。
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23. If special circumstances such as natural disasters, typhoon, etc. occur during the event, the Organiser reserves the right to cancel the programme. Participation fee is non-refundable.  
如因特殊情況，如自然災害、颱風等問題，主辦機構有權取消活動，參加費用將不獲退還。
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24. The personal data provided will be used for the programme related matters only, and for correspondence as well as promotion of other future programmes of Hong Kong Design Centre, and participants agree with such practice.  
參加者提供的個人資料只用作記錄及香港設計中心日後其他計劃作通訊及宣傳用途；申請人亦同意該用途。
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25. The Organiser shall own the sole rights on any photos, videos, records taken or any materials taken or produced during the programme. Photos and videos taken at the event and materials submitted to the Organiser may be used for promotional and advertising purposes by Hong Kong Design Centre.  
主辦機構在活動期間所得之任何照片、影片、錄影帶、錄音帶或其他影音製品均屬主辦機構所有。香港設計中心有權使用活動期間所拍攝之照片及影片和所有參加者所遞交之資料作日後推廣及宣傳用途。
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26. The Organiser accepts no responsibility for participant's works with regards to copyright laws.  
主辦機構無須承擔參加者產品在有關版權上引起之一切法律責任。
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27. The participants need to comply with all instructions from the Organiser during the event.  
活動期間，參加者必須遵守主辦機構所有的指示。
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28. The Organiser has the absolute right to amend these terms and conditions at any time without prior notice.  
主辦機構有全權隨時修改本條款及細則，而毋須事先通知。
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29. The Organiser does not make any warranty in respect of any part of the Fashion PMQ. Participants shall waive all his/her rights and interest, if any, of any nature to pursue against the Organiser.  
主辦機構不對 Fashion PMQ 任何部分作任何保證或承擔任何責任，而參加者將放棄其追究主辦機構的所有權利及利益（如有）。
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30. The Organiser has the absolute right to interpret these terms and conditions. In case of dispute, the decision of the Organiser shall be final and binding on all parties concerned.  
本條款及細則的解釋權全權歸主辦機構所有。如有任何爭議，以主辦機構對相關方面作出的最終決定為準。
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31. The Chinese version of these terms and conditions is for reference only. In case of discrepancies between the provisions of the English version and the Chinese version, the English version shall prevail.  
本條款及細則的中文版本僅供參考，若英文版本與中文版本的規定不一致，以英文版本為準。
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32. These terms and conditions shall be governed by the laws of Hong Kong Special Administrative Region.  
本條款及細則受香港特別行政區法律管轄。