

## **IPR Clauses for Advertising Space Order Forms**

The following terms and conditions apply to Order Form included in Part C of this booklet.

1. The advertiser hereby warrants, represents and undertakes to the HKTDC that no third party intellectual property rights or any other rights is or will be infringed as a result of the publication of any advertisement featuring the advertiser's products or services and/or in any material supplied by the advertiser to HKTDC in relation to or otherwise in connection with the advertiser's advertisement.
2. The advertiser hereby undertakes and agrees to indemnify and hold HKTDC and its agents, representatives, contractors and employees harmless against any claim, damages, penalties, loss or any expenses howsoever incurred in connection with any breach or alleged breach of any warranty, representation and undertaking given by the advertiser herein and any infringement or alleged infringement of intellectual property rights, including but not limited to infringement of patents, registered design, copyright or trade mark infringement arising as a result of the insertion of any advertisement by the advertiser or any agent of the advertiser in any Official Magazine, Exhibition Guide Map, Hanging Advertising Banners and Advertising Lightboxes or any other publications or promotional items or space published, issued or made available by HKTDC in relation to its fair from time to time.
3. The HKTDC reserves the sole and absolute discretion to decline to publish any advertisement if it reasonably suspects that the advertisement may involve the infringement of intellectual property rights or other rights of any third party unless the advertiser can, within three (3) working days of being requested to do so, adduce evidence to the satisfaction of the HKTDC that it has the right to place the advertisement and/or the advertisement does not infringe any intellectual property rights of any third party.

### **廣告位置預訂表格之知識產權條款**

以下條款及細則對包含在本小冊子內(C)部的預訂表格有效。

1. 登廣告者謹此向香港貿易發展局保證，聲稱及承諾刊登任何特寫登廣告者之產品或服務的廣告及/或由登廣告者就其廣告有關或在有關情況下提供給香港貿易發展局的材料不會侵犯任何第三方的知識產權或任何其他權利。
2. 登廣告者謹此保證及同意向香港貿易發展局及其代理，代表，承包商及僱員悉數賠償登廣告者因任何違反或被指控違反任何其於此作出的保證，聲稱及承諾及任何因加插任何登廣告者或登廣告者代理人之廣告至任何大會指定產品雜誌，展覽索引，懸空廣告牌及座地廣告燈箱或其他刊物或推廣物件或於香港貿易發展局不時就有關其展覽刊登，發出或騰出的位置而以任何形式所蒙受的任何索償，賠償，懲罰，損失或開支。
3. 如香港貿易發展局合理地懷疑廣告可能涉及侵犯任何其他第三者之知識產權或任何其他權利，香港貿易發展局保留拒絕刊登該等廣告之唯一及絕對權利，除非登廣告者可於其被要求三個工作天內向香港貿易發展局舉證證明其可投置廣告的權利及/或該廣告並不侵犯任何第三者之知識產權。