

Visitors' Rules and Regulations

of the [China International Gold, Jewellery & Gem Fair] (“Exhibition”)

参观人士条例及规则

[国际黄金珠宝玉石展览会](“展览”)

1. Rules and Regulations

In registering for or accepting the offer of admittance to the Exhibition, visitors agree that they shall observe and comply with these rules and regulations and with the rules and regulations of the Exhibition Centre, copies of which are obtainable from the Organisers on request.

2. Conduct in the Exhibition Centre

Visitors shall not do, or permit anything to be done, which shall cause a disturbance, nuisance, annoyance, inconvenience, damage or danger to any person or thing or which in the opinion of the Organisers does not conform with the general standards of the Exhibition or amounts to a breach of these rules and regulations or applicable laws and regulations generally applying.

Visitors may not bring any camera, video recorder or recording equipment of any kind into the Exhibition without the prior written consent of the Organisers. The Organisers reserve the right to search the belongings of any visitor at any time.

It is expressly prohibited for visitors to record images in any form while attending the Exhibition without the prior written consent of the Organisers. Such prohibition includes, but is not limited to, the taking of photographs, video or digital recording of any type and drawing or sketching of images. Visitors agree to surrender to the Organisers on demand any material in whatever media on which images may be recorded in violation of this rule, including but not limited to film, video tapes, sketchbooks, camera phones and digital storage devices.

Should a Visitor in breach of the above rule record any image, the copyright and other intellectual property or other rights (including for the avoidance of doubt, rights in sound recording and broadcasts) whether arising now or in the future (“IPR”) shall vest in the Organisers unconditionally and immediately on the creation or recording of the images. The Visitor undertakes to execute all deeds and documents and to do all things as the Organisers may require to vest the IPR in the Organisers including, without limitation, delivery of the images or copies of them in any media.

The Organisers reserve the right in its sole discretion to refuse admittance to any visitor or to require any visitor to leave if in their opinion his or her behaviour is in breach of these rules and regulations or of any rules and regulations of the Exhibition Centre, or contravenes applicable laws and regulations generally applying. The opinion of the Organisers is final in this regard.

3. Liability

The Organisers shall not be liable to any visitor for any loss of or damage to any of his or her property occurring (from whatever cause) in or about the Exhibition Centre nor for the death of or any injury sustained by any visitor whilst on or leaving the Exhibition Centre (other than for death or injury resulting from the Organisers negligence to the extent this cannot be excluded or restricted at law (and then only to such extent)).

The Visitor agrees that the Organisers shall not incur any liability to him or her for any products displayed or sold by any exhibitor at the Exhibition.

Each Visitor agrees to indemnify and hold the Organisers harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers, its employees, agents and contractors arising out of any infringement or other claim relating to or arising out of the unauthorised taking of any Images by that Visitor.

The Visitor agrees that the Organisers shall not incur any liability to him or her for any error or omission in any information relating to any exhibitor or its products in the Exhibition’s official directory or in any other promotional or other printed materials or information provided by the Organisers or that exhibitor.

Visitor acknowledges and agrees that the Organiser, its employees and contractors may take photographs/videos which could include images of the Visitor while attending the Exhibition (the “Images”). Visitor hereby consents to and grants to the Organiser and its affiliates, the unrestricted, irrevocable, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the Images worldwide without any compensation. Visitor acknowledges that the Organiser is the sole and exclusive owner of all rights in the Images and hereby waives (a) any and all rights in and to such Images, and (b) any and all claims the Visitor may have relating to or arising from the Images or their use.

No waiver by the Organisers of any of the provisions of these rules and regulations or of any of its rights hereunder shall have effect unless given in writing and signed by any Director of the Organisers.

4. Privacy Policy Statement From The Organisers

The Organisers take individual privacy seriously. The Organisers will comply with applicable personal data protection laws, including applicable PRC laws and regulations on personal data protection.

(1) Information collection

In order to provide better service to the Visitor and to fulfil the purposes set out in the next paragraph, the Organisers may collect certain information when the Visitor registers with them or communicates with them. In the process, the Organisers may also collect personal information of individual contact persons of companies or their employees. As stated in the registration form, some of the requested information is mandatory and some of them the Visitor may provide voluntarily. If specific mandatory information is requested but not supplied, the Organisers may be unable to provide the requested service. The Organisers only retain personal data for so long as it is necessary for fulfilling the purposes set out in the next paragraph.

(2) Use of information

The purposes for which information may be used by the Organisers include:

- processing applications for exhibiting at or visiting their trade fairs;
- facilitating and enhancing their operations by incorporating the personal data into their database and conducting analysis, research and auditing based on the personal data;
- promoting and notifying the Visitor of their trade fairs in China and around the world, and events or trade fairs organised by their affiliates and joint venture partners;
- distributing publications and research materials of their company;
- marketing their services or products; and
- if necessary, facilitating legal proceedings, including collecting overdue amounts

The Organisers may use personal data of the Visitor, including his/her name, email address and physical address to conduct direct marketing in relation to the promotion of and invitation to their trade fairs in China and around the world, and events or trade fairs organised by their affiliates and joint venture partners, as well as the promotion of their services via fax, email, direct mail, telephone and other means of communication, or send e-newsletters to the Visitor.

I understand that by choosing to allow my badge to be scanned by an exhibitor or sponsor when at the event, I will be providing the exhibitor or sponsor with my personal data. I consent to this personal data being used to contact me about their products or services and understand that this partner or sponsor may transfer this data outside of Hong Kong for these purposes and I consent to such transfer of my data. I also understand and agree that my personal data may be held and used by the Organiser, and any third party hosting provider acting on its behalf, in order to run the event and for analysing visitor traffic with a view to improving the event experience for visitors.

(3) Disclosure / Transfer of Data

The Organisers will keep the personal data they hold confidential but may provide or transfer the personal data to:

- their agents, advisers, auditors, contractors, and service providers in connection with their operations or services for facilitating and enhancing their operations and conducting analysis, research and auditing based on the personal data;
- their overseas offices, affiliates, joint venture partners, which are also exhibition organisers, for the purposes of conducting direct marketing in relation to the promotion of and invitation to their trade fairs in China and around the world;
- persons to whom the Organisers are required to make disclosure under applicable laws in or outside China.

(4) Transfer of Data Overseas

The Organisers will generally hold personal data of the Visitor on their servers in China. However, the visitor agrees that the Organisers may transfer personal data of the Visitor to the Organisers’ overseas offices or affiliates elsewhere in the world or to any of the people listed at paragraph (3) above, who may be located elsewhere.

(5) Consent and Rights of the Visitor

By signing this Contract, the Visitor explicitly consents to the collection, use and transfer of his/her personal data as outlined in this Clause, including the use and provision of his/her personal data for direct marketing.

The Visitor may choose not to receive promotional materials by simply notifying the Organisers through the below contact details, and the Organisers will cease to do so, without charge. The visitor may also request the Organisers to correct its inaccurate personal data.

[insert address] Room 1159-1164, China Hotel Office Tower Liu Hua Road, Guangzhou 510015, China

Tel: ● +86 20 8666 0158 Fax: ● +86 20 8626 6211 / 8667 7120

E-mail: ● Info-China@UBM.com

For security purpose and in order to prevent and detect crime, visitors may be subject to a random bag search and CCTV camera recording in the Exhibition Centre.

5. Governing Law & Jurisdiction

These rules and regulations shall be governed by and construed in all respects in accordance with the laws of the China and all visitors submit to the non-exclusive jurisdiction of the PRC courts.

The rights of the Organisers are cumulative and not exclusive of rights and remedies provided by law, and may be waived only in writing and specifically. Delay in exercising or non-exercise of any such right is not a waiver of that right.

In case of discrepancy between the English and other language versions, the English version is authoritative.

中文译本只供参考用途，所有内容均以英文为准。

I hereby agree to comply with the Visitors’ Rules & Regulations stipulated above and confirm that I have read and understand the above Statement in clause 4, and I agree to the collection and use of my personal data as outlined in this Statement, including the use and provision of my personal data for direct marketing. 本人同意上述参观人士条例及规则，并确认已阅读及明白上述第四条之声明，并同意此声明所概述的收集及使用本人的个人资料，包括使用及提供本人的个人资料以供直接促销用途。

Signature 签署: _____

Name 姓名: _____

Company name 公司名称: _____

Position 职位: _____

Date 日期: _____

1、条例及规则

参观人士在登记参观展览或接受许可参观展览时，即表示他们同意遵守展览对参观人士的条例及规则和展览中心制定的条例及规则，参观人士可向主办单位索取条例及规则副本。

2、在展览中心的操守

参观人士不得造出或容许造出可引致混乱、滋扰、烦扰、不便、伤害或危害他人身体或财物的事情，或者是主办单位认为与一般展览规则不相符的事情，或者是构成违反条例及规则或相关法律和条例的事情。

未经主办单位事先书面批准，参观人士不得携带照相机、摄像机或其它任何形式的录像设备进入展览中心。主办单位有权随时搜查任何参观人士的随身携物。

在出席展览期间，未经主办单位事先书面批准，明确禁止参观人士录制任何制式的影像。该项禁止包括但不限于：任何形式的拍照、摄录或数码摄录及绘图或画草图。参观人士同意在被要求时向主办单位交出录有影像的任何性质形式的违规材料，包括但不限于：胶片、录像带、草图本、照相机和数码存储设备。

若参观人士违规录制任何影像，影像创作和录制方面的版权和其它知识产权，或其它权利（为免生歧义，包括录音和广播的权利）（“知识产权”），不管是现在还是将来产生的权利，都将无条件并立即归属主办单位所有。

参观人士保证按主办单位要求签署所有的契约和文件及采取一切行动，以便将知识产权归属主办单位，包括但不限于：递交原始影像或拷贝的存储媒介。对违反展览和展览中心条例及规则、相应法律和条例的参观人士，主办单位有权单方面拒绝任何参观人士入场，或要求其离开展览中心。在此问题上，主办单位具有最终判断权。

3、责任

主办单位对参观人士在展览中心及其附近对自身或他人财物所发生的损失或损坏（无论何种原因），不承担任何赔偿责任，也不对参观人士在展览中心和离开展览中心的过程中发生的死亡或伤害事故承担任何责任（不包括由于主办单位超过法律限定范围内（仅此范围内）的疏忽所引起的死亡和伤害）。

参观人士同意主办单位对参展商在展览会中展示或销售的产品不承担任何责任。

参观人士同意向主办单位、其员工、代理人及承包商赔偿并免其蒙受由于参观人士自身或其代理的任何侵权行为或未经允许录制影像而导致主办单位自身或其代表蒙受或向其提出的一切索赔、责任、损失、诉讼、程序、赔偿、判决、支出、费用（包括法律费用）及收费等任何损失。

参观人士同意，主办单位对展会官方手册、或其它推广材料、印刷材料中提供的与参展商或参展产品相关的信息中的错误或遗漏，或者是由主办单位或参展商提供的信息中的错误或遗漏不承担任何责任。

参观人士确认和同意，主办单位、其员工及承包商可以对展会进行拍照/摄像，并可包括出席展览之参观人士的肖像（“影像”）。参观人士在此同意免费授予主办单位及其分支机构于全球就该影像之许可使用权（及授与他人使用之再许可权），该授予之权利是无限制的、不可撤销的、永久的、全球性的、免版税和可转让的。参观人士确认，主办单位是该影像所有权利的唯一拥有者，并特此放弃（一）就该影像之任何及所有权利，及（二）就该影像或使用该影像所产生和与之相关之任何及所有索偿的主张。

除非有主办单位提供其任一董事签名的书面确认，否则主办单位不免除条例及规则中之任何规定，或其任何权利。

4、主办单位隐私政策声明

主办单位十分重视个人隐私。主办单位将遵守适用的个人资料保护法律，包括有关个人资料保护的适用中国法律法规。

(1) 信息收集

为向参观人士提供更好的服务并满足下段所载的目的，主办单位可以在参观人士登记或告知某些信息时收集该等信息。在此过程中，主办单位还可收集公司的个人联络人或公司雇员的个人信息。如登记表中所载，某些要求提供的信息是强制性的，某些则由参观人士自愿提供。如果要求提供但没有提供特定强制性信息，主办单位可能无法提供所需的服务。主办单位仅出于下段所载目的保留个人资料。

(2) 信息的使用

主办单位可将信息用于以下目的：

- 处理主办单位展览会展览或参观申请；
- 通过将个人资料纳入其数据库促进并改善其运营，并根据个人资料进行分析、研究和审计；
- 向参观人士推广并告知其在中国和世界各地的展览会及其附属公司和合资伙伴组织的活动或展览会；
- 发送其公司的出版物和研究资料；
- 营销其服务或产品；及
- 如果需要，进行法律程序的需要，包括收取逾期款项。

主办单位可将参观人士的个人资料（包括其姓名/名称、电子邮件地址及实际地址）用于为其在中国和世界各地的展览会或其附属公司和合资伙伴组织的活动或展览会的宣传和邀请以及通过传真、电子邮件、直邮、电话及其他通讯方式开展的服务推广进行直接促销，或向参观人士发送电子通讯。

本人同意就本人在展览会上选择的参展商及供应商对本人的入场证进行扫描，并愿意向其提供本人的个人数据。本人同意前述个人数据可用于参展商及赞助商就其产品或服务与本人进行联络，并同意参展商及赞助商为上述目的而将数据转移至中国以外的地区。同时，为经营展览会、分析访客流量及改善访客的活动体验所需，本人理解并同意由主办单位和任何代表利益的第三方持有并使用本人的个人数据。

(3) 数据披露/传输

主办单位将对主办单位所持有的个人资料保密，但可以将个人资料提供或传输予：

- 与主办单位业务运作或服务有关的代理、顾问、核数师、承包商、或服务提供商，为促进及加强主办单位的运作，将所收集的个人资料作分析、研究及审计；
- 主办单位的海外办事处、关联公司、合资伙伴，亦是其他展览的主办单位，目的是为有关主办单位在中国及世界各地主办的展览会的宣传或邀请进行直接促销；
- 根据中国境内或境外适用法律，主办单位须向其作出披露的人士。

(4) 数据传至境外

主办单位通常会将参观人士的个人资料储存在主办单位位于中国的服务器内，但参观人士同意，主办单位可将参观人士的个人资料转移到主办单位位于中国以外的办事处或关联公司或本声明以上第（3）段所列并可能位于海外的人士或实体。

(5) 参观人士同意和权利

参观人士签署本合同即表示明确同意本条所载的对其个人资料的收集、使用和传输，包括为直接促销而使用并提供其个人资料。

参观人士可通过按下述联络信息通知主办单位而选择不接收促销资料，主办单位将停止发送促销资料，而不收取费用。参观人士还可要求主办单位更正其错误的个人资料。

[填入联系地址] 中国广州市流花路中国大酒店商业大厦 1159-1164 室

电话: [+86 20 8666 0158] 传真: [+86 20 8626 6211 / 8667 7120]

电子邮件: [Info-China@ubm.com]

为了安全起见，以及为了防止和探察犯罪行为，参观人士随身携带的提包需要随时接受抽查，并在展览中心接受闭路电视录像。

5、政府法律及管辖权

本合同受中国的法律管辖。如果双方就本合同或展览会有任何争议或分歧，任何一方可将该争议提交主办单位所在地有法院进行审理。

除非获得书面注明，否则主办单位的权利是累加的，将不会取代法律权利及补救方法。迟延履行或不行使任何权利不应视为放弃有关权利。