



Please complete in BLOCK LETTERS, sign and return to toy@hongkong.messefrankfurt.com Contact: Mr. Lucan Ng Tel: (852) 2230 9237

1. Exhibiting company details (for issuing payment notice) ; List this company details on fair catalogue? Yes No

Company Name (English): _____
 Company Name in Chinese (if any): _____
 Contact person(s): _____ Job Title: _____
 Address: _____
 City: _____ Postal Code: _____ Country: _____
 Telephone: _____ Fax: _____ Mobile: _____
Country code Area code Number Country code Area code Number Country code Area code Number
 Email: _____ Website: _____

2. Company details (Co-exhibitor) ; List this company details on fair catalogue? Yes No

Company Name (English): _____
 Company Name in Chinese (if any): _____
 Contact person(s): _____ Job Title: _____
 Address: _____
 City: _____ Postal Code: _____ Country: _____
 Telephone: _____ Fax: _____ Mobile: _____
Country code Area code Number Country code Area code Number Country code Area code Number
 Email: _____ Website: _____

3. Nature of business (please tick all that apply)

- | | |
|---|---|
| <input type="checkbox"/> 3.1 Original Brand | <input type="checkbox"/> 3.5 Publisher |
| <input type="checkbox"/> 3.2 Manufacturer (OEM, ODM) | <input type="checkbox"/> 3.6 Trade associations / government agencies |
| <input type="checkbox"/> 3.3 Retailer | <input type="checkbox"/> 3.7 Others, please specify: _____ |
| <input type="checkbox"/> 3.4 Dealer, agent, distributor, wholesaler | |

4. Product categories (please tick all that apply)

- | | |
|---|---|
| T1. Multiple Toys | T2. Educational Products |
| <input type="checkbox"/> 1. Electronic Toys | <input type="checkbox"/> 1. Pre-School Educational Products |
| <input type="checkbox"/> 2. Wooden & Paper Toys | <input type="checkbox"/> 2. Pre-School Electronic Products |
| <input type="checkbox"/> 3. Doll, Plush & Soft Stuffed Toys | <input type="checkbox"/> 3. Pre-School Amusement Play-sets |
| <input type="checkbox"/> 4. Construction Sets and Blocks | <input type="checkbox"/> 4. Educational Toys |
| <input type="checkbox"/> 5. Inflatable Toys | <input type="checkbox"/> 5. STEM / STEAM Tools |
| <input type="checkbox"/> 6. Outdoor & Sporting Goods | <input type="checkbox"/> 6. Teaching Aids |
| <input type="checkbox"/> 7. Cycling Toys | <input type="checkbox"/> 7. Kindergarten Equipment & Supplies |
| <input type="checkbox"/> 8. Hi-Tech Toys | <input type="checkbox"/> 8. Special Education Needs (SEN) Tools |
| <input type="checkbox"/> 9. Models & Miniatures | <input type="checkbox"/> 9. Books & Publication |
| <input type="checkbox"/> 10. DIY, Creative & Craftwork | <input type="checkbox"/> 10. Others, please specify: _____ |
| <input type="checkbox"/> 11. Musical Toys | |
| <input type="checkbox"/> 12. Others, please specify: _____ | |

*From the product categories, please list one item and indicates your main products: _____

Booth location may be allocated according to product criteria, or other criteria set by the organiser.

5. Please provide the exhibits contents (20 words max) and area sales ratio

Exhibits Brand name (Country):
eg: Toy&Edu (China)

China domestic sales: _____ % ; International export sales: _____ %



6. Booth options

6.1 Standard Booth (minimum 9 sqm)

Participation fee: RMB 1,900 /sqm

Booth size: _____ sqm

Corner booth: requires 10% additional surcharges

9sqm standard booth includes:

- Complete booth construction
- Wall to wall carpet
- 3 spotlights & 1 power socket (500w)
- 1 table & 2 chairs
- 6 flat shelves
- 1 fascia board with company name and booth number
- 1 garbage bin
- Listing in fair catalogue

6.2 Raw Space (minimum 36 sqm)

Participation fee: RMB 1,450 /sqm

Booth size: _____ sqm

Corner space: requires 10% additional surcharges

Raw space includes:

- Floor space
- Listing in fair catalogue

7. Advertising in fair catalogue (please tick the box if applicable)

Cover page: RMB 18,000 /page

Inside cover page: RMB 8,000 /page

Page 1: RMB 8,000 /page

Inside page: RMB 4,000 /page

8. Acknowledgement Letter (please print the name of legally responsible person with last name, first name and sign with company stamp below)

- We (including all personnel, employees, guests, suppliers and any other relevant third party of our Company) acknowledge receipt and have read this **Regulation for Protection of Intellectual Property Rights during the Exhibitions** on Page 4 of this application form. We also undertake to comply with all provisions hereof strictly and such undertaking will be binding upon the execution of this Acknowledgement Letter.

We hereby warrant that:

1. All Exhibits are under its own IPR or are legally and effectively licensed, and all Exhibits, including but not limited to its appearance, design, package, trademark and advertising materials etc. do not infringe any IPR of the others. We will prepare all the IPR certificates or the legal and valid licenses with respect to Exhibits for inspection if necessary.
2. We also undertakes that we will strictly comply with the exhibition regulation, PRC laws and regulations, and international treaties, etc, and will not infringe on the legal rights of any other exhibitors and their Exhibits, or copy, use, produce, extract or modify the trademark, design, package or invention owned by any other exhibitors or their Exhibits, or take any illegal actions to prevent any other exhibitors from exercising and protecting their legal intellectual property rights and ownership on their products.
3. Prior to the Exhibition, we and our Exhibits have not been involved in any infringement dispute or taken any infringement actions by any third party or restricted by relevant legal enforcement.
4. No infringement as unauthorized photography or videography shall be taken by us.
5. We will be liable for any responsibilities due to any violation of the warranties above and the Organisers shall be relieved from such responsibilities.

Company Name: _____

We hereby accept the **Specific Terms & Condition** on Page 3 of this application form and **General Terms & Conditions of the Show** on website: <https://www.hk.messefrankfurt.com/hongkong/en/general-terms-and-conditions.html>

Name: _____ Job Title: _____

Signature with company Stamp: _____ Date: _____

Fair Joined: Toy & Edu China 2024 – The 36th Shenzhen International Toy & Education Fair (8 - 10 April 2024)



Specific Terms and Conditions

1. Organiser

Guangdong Toy Association
Guangzhou Li Tong Messe Frankfurt Co Ltd.
Messe Frankfurt (HK) Ltd

2. Location of event

Shenzhen World Exhibition & Convention Center
Shenzhen, China

3. Date of event

8 - 10 April 2024

4. Registration and confirmation

Application to exhibit is made by submitting a completed and signed application form to the organiser. The organiser will confirm receipt of applications in writing by email and original mail. Application deadline is 31 December 2023.

5. Terms of payment

Payment should be made to:
Guangzhou Li Tong Messe Frankfurt Co Ltd.
A/C Holder: Bank of Communication Guangzhou Branch
Zhonghuan Sub-Branch
Address: 129 Taojin Road, Guangzhou, China
A/C No: 441168515018010040316
Swift Code: commcnshgua
All bank charges are to be borne by applicant.

6. Cancellation

If an applicant withdraws his application, for whatever reason, before he receives either a rejection or confirmation of his application, any participation fee paid will be forfeited.

If the exhibitor notifies the organiser of his withdrawal within three months of the start date of the event, he is liable for the total participation fee.

Should the exhibitor under contract (i.e. in receipt of confirmation) inform the organiser that he will not participate in the event, providing the organiser is able to resell the stand without loss, the payment to be made by the exhibitor will be reduced to 50% of the total booth application fee irrespective of the exhibitor's full liability for additional costs, catalogue fees etc.

7. General terms and conditions of participation

The detailed General Terms & Conditions of Participation are given on the organizers website:
<https://www.hk.messefrankfurt.com/hongkong/en/general-terms-and-conditions.html>
and can be requested in printed form if required.

8. Booth allocation

The exhibitor booth location will be allocated according to product criteria, or other criteria set by the organiser. No change of booth location is allowed once it has been assigned and the exhibitor informed.

Additionally represented companies (co-exhibitors) must arrange their participation through the main exhibitor.

9. Intellectual property rights / copyright

The exhibitor warrants that the exhibits and packages thereof and the related publicity materials do not in any way whatsoever violate or infringe any third party's rights including but not limited to trademarks, copyrights, designs, names and patents whether registered or otherwise.

The organisers have the right to refuse participation of any exhibitor found guilty of infringement of intellectual property rights at any future trade fairs.

10. Correspondence address for enquiries

Messe Frankfurt (HK) Ltd.
35/F China Resources Building
26 Harbour Road
Wanchai, Hong Kong
Tel: (852) 2230 9237
Fax: (852) 2598 8771
Email: toy@hongkong.messefrankfurt.com
Website: www.chinatoyfair.com



REGULATION FOR PROTECTION OF INTELLECTUAL PROPERTY RIGHTS DURING EXHIBITION

General Provisions

Aiming at protecting the intellectual property rights (the "IPR") including patent, trademark, copyright etc. during the exhibition (the "Exhibition"), this regulation (the "Regulation") is formulated in accordance with the Measures for Protection of Intellectual Property Rights during Exhibitions jointly promulgated by Ministry of Commerce, State Administration of Industry and Commerce, State Copyright Bureau and State Intellectual Property Office and came into force as of March 1, 2006.

The Organisers shall respect and protect the legitimate rights and interests of IPR owners during the Exhibition. The exhibitor shall strengthen their consciousness of IPR protection and undertake that their exhibits will not infringe others' IPR.

Exhibitor must guarantee that all exhibits, packages and relevant advertising materials (including but not limited to brochures, posters, advertising boards, background panel, etc.) do not infringe any IPR of any third party, including but not limited to patent, trademark, copyright, design, name, and registered or unregistered IPR, which shall not be restricted by relevant legal restraint measures.

Exhibitor undertakes to strictly comply with the exhibition regulation, laws of P.R. China and regulations, and international treaties etc. and will not infringe on the legal rights of any other entity or its products, or copy, use, produce, extract or modify the trademark, design, package or invention owned by any other entity or its products, or take any illegal actions to prevent any other exhibitors from exercising and protecting their legal IPR and ownership on their products.

Complaint Review Panel

In order to protect the IPR and to promote the healthy development of the Exhibition, the Organisers establish a Complaint Review Panel (the "CRP"). The CRP will be responsible for consultancy services relating to IPR, and reviewing the IPR disputes occur during the Exhibition in accordance with the laws and regulations in respect of IPR.

The CRP shall strictly deal with IPR infringement complaints which occur in the Exhibition venue during the Exhibition period in accordance with this Regulation. The complainant should follow and cooperate with the Organisers and the CRP. During the Exhibition, the complainant shall not directly negotiate with or make oral or written warning to the respondent or communicate with the respondent through other methods regarding the relevant IPR infringement matter onsite during the Exhibition without the prior consent of the Organisers and / or CRP.

Acceptance of Complaint

The complainant shall be the owner or the interested party of the IPR. The interested party shall include the authorised or licensed user, or the legitimate successor of the IPR. The licensees of patent licensing contracts and sole licensing contracts may file the complaint independently; the licensees of exclusive licensing contracts may file the complaint independently with permission of the patent owner. Unless otherwise stipulated in the contract, the licensees of general licensing contracts may not file the complaint independently.

The exhibitor shall file a complaint with the CRP in writing as soon as it finds any infringement of its patents, trademarks or copyrights, and shall not communicate with the suspected infringing exhibitor directly by itself.

The complainant shall fill in a IPR Complaint Record Form and submit the following materials in two copies when filing a complaint with the CRP:

1. Legal and valid ownership certification of intellectual property rights:
 - i. If a patent is involved, the photocopies of the patent certificate or the duplicate of patent register, the text of patent announcement, the identity certification of the patentee, and the certification of legal status of the patent signed and confirmed by the complainant shall be submitted. If the patent involved is utility model or appearance design, the original copy of a patent evaluation report shall also be provided;
 - ii. If a trademark is involved, the photocopies of the trademark registration certification documents as well as the identification certification of the owner of the trademark right signed and confirmed by the complainant shall be submitted;
 - iii. If a copyright is involved, the original copy of the copyright certification and the photocopies of the identification certification of the copyright owner signed and confirmed by the complainant shall be submitted.
2. Basic information of the party suspected of committing infringement, including the name of the exhibits, the name of the respondent and the booth number, etc;
3. Photocopy of the complainant's business registration certification (stamped with the common seal of the complainant). If the complainant is not the IPR holder, the complainant shall provide a photocopy of the licensing agreement in respect of such IPR (stamped with the common seal of the complainant);
4. Reasons and evidences regarding the suspected infringement;
5. If the complaint is filed by an agent, an original copy of Power of Attorney shall be submitted;
6. Other materials may be required by the CRP.

If the complainant is a foreigner, foreign entity or other foreign station, the valid certifications submitted shall be duly notarised by a notary public in its own country and attested by the Chinese embassy or consulate in such country; if the complaint is filed by an agent, the Power of Attorney shall also be notarised and attested. If the complainant is from Hong Kong or Macau area, the valid certifications submitted shall be duly notarised in Hong Kong or Macau and then stamped by China Legal Service (Hong Kong) Limited or China Legal Service (Macau) Limited; if the complaint is filed by an agent, the Power of Attorney shall also be notarised and stamped. If the complainant is from Taiwan area, the valid certifications submitted shall be duly notarised in Taiwan and verified by Notary Association in Mainland China; if the complaint is filed by an agent, the Power of Attorney shall also be notarised and verified. If the foregoing documents are written in foreign languages, they shall be translated into Chinese by a PRC qualified translation agency and the corporate seal thereof shall be attached thereto.

The complainant shall warrant that all the materials submitted are authentic and effective, and shall be liable for any loss caused to the respondent due to any unauthentic complaint materials or any other untrue complaint.

If any of the following occurs, the CRP shall not accept the complaint:

1. Where the materials submitted by the complainant do not meet the CRP's requirement and the complainant does not supplement the relevant materials required after notified by the CRP;
2. Where a complainant or claimant has filed a lawsuit with a law court in China against the infringement;
3. Where the patent is being applied for patent right invalidation proceedings;
4. Where there is dispute over the ownership of a patent which is under a trial held by a law court in China or a mediation proceeding held by a patent administrative department in China;
5. Where a patent has been terminated and its owner is handling patent restoration formalities;
6. Where a trademark right has been invalidated or cancelled;
7. Where a complainant is not the owner of the IPR who cannot submit relevant IPR authorization or licensing documents;
8. Where a complainant has filed a complaint against the same exhibit for infringing the same IPR during the past exhibitions;
9. Other circumstances determined by the CRP.



Complaints Handling

1. Upon receipt of complaint materials as required, the CRP shall notify the respondent on a timely basis. The respondent shall response within half of a day.
2. If the respondent denies infringement, it shall submit corresponding evidences. The respondent may provide the evidences in accordance with the Section 7.3.3(a), including but not limited to preparing the IPR certificates or legal and valid licenses of all exhibits for inspection by CRP. If the respondent fails to submit valid evidences within the foregoing time limit for response, the respondent shall immediately remove the exhibit being complained and shall not re-exhibit the same during the Exhibition. If the respondent can submit valid evidences proving that the removed exhibit does not infringe others' IPR, the CRP may allow the exhibitor to re-exhibit the removed exhibit.
3. If the respondent does not submit the relevant evidences, or the materials submitted cannot prove that the exhibit does not infringe any IPR, nor does the respondent remove the exhibit suspected of infringement, the CRP shall have the right to request the respondent to: (1) suspend the display of the exhibit suspected of infringement, (2) destroy or cease the distribution of advertising materials on the exhibits suspected of infringement, and (3) to remove the exhibiting board introducing the exhibit suspected of infringement. If the respondent refuses to act as required by the CRP, the CRP may assist the complainant to send relevant complaint materials and relevant information to the competent administration department of IPR for handling in accordance with the law.
4. If the CRP deems it necessary, the CRP may allow and assist the complainant to collect evidence by means of photographing, videotaping, etc., and the respondent shall cooperate.
5. The Organisers may assist the intellectual property administrative department to collect evidence by sampling from or registering and preserving the exhibit suspected of infringement, the respondent shall accept.
6. In order to maintain the order of the Exhibition, after the CRP has handled the complaint and before the end of the Exhibition, the complainant shall not adopt any further action against the respondent at the Exhibition venue.
7. After the end of exhibition, the complainant shall resolve such IPR dispute through law court or administration department. Otherwise, the CRP will not accept the complaint with respect to the same exhibit for infringement of the same IPR in the exhibitions thereafter.

Penalties

1. If any personnel of exhibitors or non-exhibitors who negotiate with the respondent without permission of the CRP and cause dispute at the Exhibition venue which negatively impacts the order of the Exhibition, the Organisers shall have right to refuse their entrance into the Exhibition venue or order them to leave the Exhibition venue.
2. If the exhibitor refuses to enforce the decision made by the CRP or the intellectual property administrative department and continue to exhibit the exhibit suspected of infringement, or the exhibitor displays the removed exhibits suspected of infringement again without permission of the CRP, the Organisers shall have right to unilaterally terminate the exhibition agreement with such exhibitor, seal the booth, forfeit the participation fee paid by such exhibitor, and pursue the liabilities of breach of contract and infringement against such exhibitor.
3. The Organisers shall have the right to revoke the participation qualification of any future exhibitions of the exhibitor who has displayed the exhibit infringing IPR for several times at exhibitions and adversely affects the reputation of the Exhibition.

Disclaimer

The Organisers do not guarantee the result of handling the complaint regarding IPR dispute, or undertake any responsibility for such result for any relevant parties.

Should the complaint or handling the complaint causes any loss or damage to any complainant, respondent, other exhibitor or non-exhibitor, the party which suffers the loss or damage shall pursue legal liabilities against the responsible party through legal actions. The Organisers and the CRP shall assume no responsibility for such loss or damage.